1897-016 Chancery Causes: Amanda J Clarkson &c vs. Admr. of William H. Yeary
Lee Co.

Estep, Chadwell, Brown, Sutton

CA-Estate Dispute
T-Property

To the Honorable W.T.Miller Judge of the Circuit Court of Lee County Virginia.

Humbly complaining, your Oratrices Amanda J. Clarkson and Laura Yeary, the last named of whom is an infant and sues by the said Amanda J.Clarkson, her mother and next friend will respect fully show your honor that William Yeary, the former husband of your Oratrix, Amanda J.Clarkson and the father of your Oratrix, Laura Yeary, departed this life intestate, sometime in the year 1889, that shortly thereafter the estate of the said William M.Yeary was committed, by th the County Court of this county, to one Granville A.Estep, for admin-is tration, that by virtue of the powers thus granted to him, the said Estep possessed himself of all the personal estate of which the said William M.Yeary died seized and possessed, amounting to a large amount consisting of Merchandise, notes, accounts, horses, cattle, sheep, hogs & household and kitchen furnature, that he sold said Merchandise and oth er personal property and that he coolected said notes and accounts, that the whole estate which came into the hands of the said Estep, or which by the use of reasonable diligence should have come into his hands amounts to $800.00 at the least. Your Oratrices will now show your honor that the said Estep Administrator as aforesaid has never settled his accounts as such administrator before the Commissioner of accounts of this county and has never accounted for the sums which came into or should have come into his hands as such Administrator, ad and that he has failed and refused to pay over to those entitled ther to the money to which they are justly entitled from said estate.

Now the object of this suit is to compel the said Granville A.Estep Administrator as aforesaid to settle his account as such Administrato a nd to pay to those entitled the sums in his hands belonging to said estate, and to thisend they pray your Honor's Court of Chancery to take cognizance of their cause and grant them proper relief, and to this end they make Granville A.Estep the party defendant to this bill a nd they pray that he be required to answer the same but he need not do so under oath as that is expressly waived, they pray that he be required to settle his account as Administator of the estate of William M.Yeary deceased before a proper commissioner appoited by this Court for the purpose that he be required to account for all money or

other property received by him of whatever character or kind, and they pray for all such other further and general relief as is suited to their case or meet for a court of equity to grant.

May Spa. issue &c.

Amanda J. Clarkson Adm
vs
Bill

G. A. Estes Adm'r &c

1896 2nd Aug rules bill filed
Sp Ex Ends D N
" 1st Sept rules D N Confd
& Cause set for hearing

Pltffs Costs

Clerk	5.33
Sheriff	1.00
Tax	1.50
Depos	3.00
Witness	2.12
Comr	35.00
C.C	25
	48.20

Deffts Costs

C	2.09
Depos	5.95
C.C	25
Writ	50
	$8.79

Total $57.00
1/2 28.50

48.20
57.00

Amanda J. Clarkson, et al., Plaintiff.

----Against-----(------In Chancery. (Lee County Circuit Court.)

G. A. Estep, Administrator, etc., Defendant.

~~?----------The answer and demurer of G. A. Estep~~

To Hon. W. T. Miller, Judge of the Circuit Court of Lee County:

-------The answer and demurer of G. A. Estep to a bill of complaint ~~fil~~ filed in this Court against him by Amanda J. Clarkson et al. For answer thereto your respondent says that said bill is not sufficient in law and of this he prays judgement. But should any further answer be necessary, answering he says, that it is true that he qualified as administrator of the estate of William M. Yeary, deceased, but it is likewise true that your respondent made out his sale bill and inventory of said estate and filed the same with the proper officer and went on and paid off the debts against said estate and in due time placed his vouchers in the hands of the Commissioner of Accounts for a settlement of his account, and thought that said settlement had been made by said Commissioner until a short time before the institution of this suit, he learned that said settlement had not been made and that his said papers had been lost or misplaced, and after considerable search his said papers were found safely in the hands of said Commissioner who proceeded to make his settlement, which settlement was completed and confirmed by the County Court of this county and is herewith filed, or a copy thereof, as a part of this answer marked " Settlement," and by an inspection thereof it will be seen that your ~~xx~~respondent has over paid his liability to said estate $107.97, as of January 22, 1890, for which he asks judgement over against said estate. Your respondent will further state to your honor that he has used due diligence and care in the administration of said estate and did not dream of any trouble in regard thereto until his daughter, the said Amanda J. Clarkson, married her present husband, who

from some cause or other got up trouble in reference to said matter. And now having fully answered your respondent prays to be hence dismissed with his reasonable costs in this behalf so unjustly incurred and expended. VC.

Ow & Blankenship, for
- Respondent.

10 & 12

Amanda J. Clarkson, et al

vs. } Answer of G. A. Estep.

G. A. Estep, Admin, &c.

Filed in open Court and by leave thereof Nov the 7th 1896

A B Murray clk

Amanda J. Clarkson and Laura Yeary, an infant, by, etc., Pl'ffs.

Against (In Chancery.

Granville A. Estep, Administrator, etc., Defendants.

This cause came on this day to be heard ~~upon~~ again upon the papers formerly read therein and the report of J. A. G. Hyatt, Commissioner, filed in the cause February 10th 1897, and exceptions to said report by the plaintiffs and defendant, and was argued by counsel. On consideration thereof said exceptions are sustained in so far as said report is in conflict with this decree, and are in all other respects over ruled; and it is adjudged, ordered and decreed that the infant plaintiff, ~~xxxxxxxxx~~ Laura Yeary, recover against the defendant, Granville A. Estep, $44.89 with interest thereon from this the 9th day of March 1897, until ~~pay~~ paid; and that the plaintiff, Amanda J. Clarkson, and the Defendant, Granville A. Estep, each pay one-half of the taxable costs of this suit incurred by either party, for which costs executions may issue ~~against either of said pay~~ in favor of either of said parties against the other. And the cause is stricken from the docket.

Amanda J Clarkson
vs. } Decree Final
Granville A Estes
Admr &c.

Ecu. C. O.B. p. 362.

Enter this decree
N. J. W.
Nov 9th 1897.

Virginia

At a circuit Court Continued and held for Lee County at the Court-house thereof on Tuesday Nov 10th 1896

Amanda J Clarkson Plaintiff
vs
G. A. Estep administrator Defendant } In Chancery

This Cause Came on this day to be heard upon the bill of the plaintiff and exhibits therewith, the answer of the defendant and exhibits therewith and general replication to said answer, and was argued by Counsel. On Consideration whereof and the Court deeming it necessary, it is adjudged ordered and decreed that John A G Hyatt, take and State the administration account of the said G A Estep as administrator of William Geary deceased. Said Commissioner will Charge the administrator with all Sums which Came into his hands, or by the use of due diligence should have Come into his hands as administrator and will give him credit for all proper disbursements made by him. In taking and Stating said account Said Commissioner will avail himself of the Settlement heretofore made by him as Commissioner of accounts with the said

ecotep and will take same as a basis for this settlement in all particulars where not disputed. Should there be disputed items of account either as charges to or credits in favor of said administrator, said Commissioner will hear such evidence as is offered by either party reduce the same to writing and file the same with his report, said Commissioner will give to the Counsel of the parties reasonable notice of the time and place of his sitting and report his action to the next term of this Court and this Cause is Continued

A Copy

Teste A B Munsey Clerk

Amanda J.Clarkson et al. Plaintiff

vs. In Chancery

G.A. Estap Administrator &c. Defendant

This cause came on this day to be heard on the bill of the plaintiffs and exhibits therewith,the answer of the defendant and exhibits therewith,and general replication to said answer,and was argued by counsel. On consideration whereof,and the court deeming it necessary,it is adjudged, ordered and decreed that John A.G.Hyatt take a nd state the administration account of the said G.A.Estep as administrator of William Yeary deceased,said Commissioner will charge the said Administrator with all sums which came,or by the use of due diligence should have come into his hands as Administrator,and will give him credit for all proper disbursements made by him. In taking and st stating said account said Commissioner will avail himself of the settlement heretofore made by him,as Commissioner of accounts,with the said Estep and will take the same as a basis for this settlement in all particulars where not disputed,should there be disputed items of account either as charges to or credits in favor of said Administrator,said Commissioner will hear such evidence as is offered by either party reduce the same to writing and file the same with his report. Said Commissioner will give to the Counsel of the parties reasonable notice of the time and place of his sitting and report his a ction to the next term of this court and this cause is continued.

Amanda J Clarkson et al
vs. Ex Decree
G. A. Estep Admr &c

Entered in Chancery Order Book 4 Page 486

Enter this decree
Nov 19th 1896.

The depositions of John F. Chadwell and others taken before me at the dwelling house of W. C. Brooks on the 10th day of Feb. 1897. pursuant to an agreement to be read as evidence on behalf of Amanda Clarkson upon the trial of a certain cause now pending in the Chancery court of Lee county.

Present Amanda Clarkson Plaintiff
G. A. Estep Defendant

(1) Did G. A. Estep ever send any money by you to Knoxville to pay J. M. Greer on a fish wagon
Ans G. A. Estep sent some money by me and I dont remember who I paid it too.
(2) Did you get receipts for the amount you paid If so state what you done with them.
Ans I got receipts for the amount I paid off. I dont recollect what I done with them.
(3) Please state how many different times as near as you can that G. A. Estep sent money by you

to pay J. M. Greer on a wagon

Ans) I dont recollect whether I ever paid J. M. Greer any money an a wagon or not.

(4) Was you not to pay a part on the Fish wagon that W. M. Yeary bought for James Yeary on a note James Yeary held against you which he sold to W. M. Yeary and did you not settle a part of the note by paying a part on the wagon

Ans. If I did I dont recollect it.

X Examination

(1) Do you know whether or not J. M. Greer held a debt against W. M. Yeary at the time of his death.

Ans I was at J. M. Greer place of business his book keeper told me that W. M. Yeary owed Greer & he a debt he asked me whether it was good or not I told him it was

I was also down at an other time afterwards and the book keeper told me that G. A. Estep come in to see him about the W. M. Yeary debt.

(2) Dont you suppose that I sent money by you to pay off the debt that J. M. Greer held against W. M. Yeary as the note shows the credits to be paid by John H. Chadwell.

Ans. I suppose you did.

(3) Did or did not James Yeary hold a note of $60.00 dollars against you and did he sell the note to W. M. Yeary. and if so did you pay W. M. Yeary.

Ans. James Yeary held a note against me for $60.00 dollars he sold the note to W. M. Yeary I dont recollect who I paid it too.

(4) Do you know whether or not James Yeary sold the note to W. M. Yeary to buy a wagon

Ans. That was the understanding.

(4)

(5) did I not send money by you to ~~pay~~ Knoxville to pay George Brown a debt that Wm. Greer owed him If so state what you know about it.

Objected to by the Plaintiff On the grounds of not being any thing concerning the J. M. Greer debt.

Ans. yes you sent some money by me to pay George Brown. I dont recollect the amount.

John H Chadwell

I hereby certify that the foregoing Deposition of John H Chadwell were taken subscribed and sworn to before me at the time and at the place mentioned in the caption. Witness my hand this 10th day of February 1897.

M. C. Brooks J. P.

Attendance of John H. Chadwell witness his fee paid by Plaintiff. $ 50

Justices costs. $ 7,50

Amanda Clarkson
vs } Chadwells
} Defs.
G. L. Estes & Sons
For Plff.

Fee 75
Writ 50
$1.25

(#1)

Amanda J. Clarkson, et als, Plaintiff.

Against (In Chancery.

G. A. Estep, Administrator, etc., Defendant.

-----The depositions of _____

_____

taken before me, J. A. G. Hyatt, Commissioner, in the above styled ~~xxxx~~ cause, to be read as evidence on behalf of the Plaintiffs, in ascertaining the settlement of said cause. Taken at the office of Orr & Blankenship, Jonesville, Lee County, Virginia, January 27th 1897, by agreement of parties. Present: Amanda J. Clarkson, and C. T. Duncan her attorney; G. A. Estep, and Orr & Blankenship, his attorneys. Amanda J. Clarkson, a witness of lawful age being duly sworn deposes as follows:-

Ques. 1. Were you the wife of W. M. Yeary, if so, did you and he have any children, if you answer that you had, give their names and ages ?

Ans. I was ~~xx~~ the wife of W. M. Yeary, we had one child, named Laura and it was 9 years old last September.

Ques. 2. At the sale of the ~~xxxxx~~ personal property of your husband did you buy anything, if so, what did your purchases amount to, and did you give your note for the same ?

Ans. I did buy the stock of goods, at the price of $100.00, I bought a wagon load of short corn at $1.50 or $1.60, and gave my note for said purchases.

Ques. 3. If you settled that ~~xx~~ note with your father as administrator of your husband, please state how and when you settled it ?

Ans. I did settle it. I paid him $30.00 on it, the next week after I moved down to his house; I paid him another payment on it of $20.00 along in the fall afterward; I paid another payment on it in September or October after I moved there of $50.00.

Ques. 4. At the time of your husband's death was he indebted to John Brown in any sum or sums, if so, how much and what for ?

Ans. Yes, Sir, he was. He owed him $233.00 for land.

Ques. 5. Who paid John Brown this money, how was it paid, and state as ~~xxxx~~ nearly as you can when it was paid ?

Ans. I paid John Brown this money; I went and lifted a note that Wm.

Estep held against John Brown for $115.00; I gave my note to Wm. Estep for the Brown note with my father G. A. Estep as securety; I paid him the balance out of the store.

Ques. 6. Please state who paid to william Estep the note executed to him, and if you paid it, state how you paid it ?

Ans. I sold out the remainder part of my goods to G. A. Estep to go and lift my note that William Estep held. G. A. Estep lifted the note of Wm. Estep, and delivered it to me, and the note filed with G. A. Estep's deposition marked A. X. is the note.

Ques. 7. You state in answer to a question above that you paid the balance of the land debt to Mr. Brown in goods out of the store; please state whether you and your father ever settled that matter between you, if so, how and when ?

Ans. We settled the matter; it was counted out of my part in the store; it when out when Mr. Brown lifted it; this was in September or October after we commenced selling godds in 1889.

Ques. 8. Please state if you and your father was partners in the mercantile business, when you began, and what was the contract between you ?

Ans. We were partners; our contract was for me to buy the goods at the sale; I was to have the goods at whatever they were worth at first cost, he took the bills and vent in and counted them up and told me what they were worth; he told me they were worth $200.00 at first cost; he said as they had been picked over and remnants and sorter scraps for me to run them to $130.00 if any body bid against me. He told me he was willing to put in $130.00 against the goods and we would go ~~xxxx~~ halvers. The business was to be conducted down at his house and I ~~xxxx~~ was to move there. He and I was to conduct the business. He was to find the team and do the hauling and I was to attend to the store and find the wagon, and he was to keep an account of every thing he took out of the store except the coffee. I was to keep no account of nothing I got for me & my child, that was to go against the coffee, but if I paid any debts that was to be charged against me.

Ques. 9. Did you pay any debts, if so, how much, as near as you ~~remembr~~ remember. I mean any debts except the debt to John Brown already spoken of ?

Ans. I paid $8.00 for sawing some lumber, paid this to Wm. & John Brown. This was all the debt I paid.

Ques. 10. Who furnished what you and your child lived upon, and how was it furnished ?

Ans. I furnished it; I took enough to do me there the first year. I took 70 bushels of corn and the bacon of three hogs. Afterwards I rented my place out and got the rents off of it and fattened my own hogs.

Ques. 11. To whom were the goods got by John Brown on the land note charged ?
Ans. Charged to John Brown.
Ques. 12. Please state if any of them were at any time charged to G. A. Estep ?

Ans. No, Sir, they were not.

Ques. 13. Who settled with John Brown, and were the notes which your husband executed lifted , and if you have the notes, please file them and sate from whom you received them ?

Ans. My father, G. A. Estep settled with him, he took the book and went up there and counted it up for me. He lifted the notes, brought them back and gave them to me and told me to keep them. And the notes were on yesterday filed with G. A. Estep's deposition marked"AY"and"AZ".

Ques. 14. Mr. Estep stated in his examination on yesterday that there was a book kept between you and him showing the transactions between you and him relative to the matters of your husband's estate; that he has found the book, but that that part of it pertaining to the estate was torn out; also that that book was principally in your possession. Now, please state if you know anything of such a book, if so, was it ever in your posession, and if you answer that it was state when, and also state whether or not you you ever tore anything out of said book?

Ans. There was no such book as that described. There was a book of my husband's which my father got, took home with him and drew off the accounts. I never had any book in my possession in which the business was kept in relation to my husband's estate. I never mutilated or tron anything out of any book.

Ques. 15. At the time your father purchased your interest in the store was there any inventory taken of the goods ?
Ans.
Ans. He went in and sorter counted around. I do not know what amount was there. I received also at the time from my father two accounts, one for $16.00 and one for $4.00, one was on John Estep, the $16.00 one, and the other on Wm. Estep for $4.00.

Ques. 16. To whom did John Brown convey the land which your husband purchased from him; and was the conveyance made before or after the death of your husband, who had said deed made, and state what reasons were given for having it made in the way it was made ?

Excepted to because irrelevant, immaterial and inadmissible, and further the statement of the witness that she paid the John Brown note is excepted to, because if she paid them, she done so voluntarily and she can not voluntarily pay debts against the estate and thus make herself a creditor thereof--Orr & Blankenship, for Defendant.

Ans. John Brown conveyed the land to me, and I file herewith marked " A O "said deed; it was made after my husband's death; my father had said deed made; he told me if I would pay for it out of what the law allowed me to keep he would have the deed made to me and then I could sell it and do whatever I pleased with it.

Ques. 17. Was any part of said land paid for by your husband in his lifetime, if so, how much, if you know ?

Ans. There was $107.00 paid by my husband in his lifetime.

Ques. 18. On Mr. G. A. Estep's account he claims a credit for $7.70 paid to A. C. Yeary, balance, which is marked " 12 " on said account. Please sate who paid that $7.70 and if you state that you paid it, tell how.

Ans. I did pay it. I sold him a stove and paid it.

Ques. 19. Do you know anything about the payments made to Jacob S. Yeary on his $65.00 claim, if so, state what you may know ?

Ans. I paid $12.00 on it by selling him a lease. My husband had paid a little on it before he died.

Ques. 20. Do you know anything in reference to the wagon debt of your husband to Greer & Company, or of any payments made on that debt, if so, state it ?

Ans. I know nothing about. I never heard tell of that debt 'till I came up here.

Ques. 21. Do you know anything of the notes lifted by your father as administrator of your husband or what become of them ?.

Ans. I know nothing about them.

Ques. 22. Did you ever have any conversation with your father as to what amount of money was left after the payment of all your husband's debts, if so, state wht he said about it, and when it was as nearly as you can ?

Ans. He told me after he paid Jacob Yeary off that that was the last debt my husband owed. He told me he had $120.00 collected then left. He told me he was going to keep it and use it awhile, then he would put it out on interest for me and Laura. After that he collected $63.00 more, and kept it. He told me he had collected it.

-------Cross-Examined.---

Ques. 1. How did you pay the $30.00 on your sale note?

Ans. I paid it in money which I had when I moved down to my fathers.

Ques.2. How did you pay the $20.00 and the $50.00?

Ans. I sold my cow and paid him $20.00, I sold a horse for $50.00 and he got the note therefor.

Ques.3. Who did you get the horse from that you sold?

Ans. It was a horse my husband had when he died. The horse was sold to James Thompson, and he executed his note for him.

Ques.4. Did you not buy a mare from Crawford, and let him have your cow in part payment for the mare?

Ans. I did not let him have that cow, I bought a mare from Crawford, I had two horses when I moved to my fathers, I sold one of them to John Estep, and paid for the Crawford mare in that way, I sold the horse to Estep for $55.00.

Ques.5. Which John Estep was it?

Ans. My brother John.

Ques.6. Was not the horse sold to your brother John a blind horse?

Ans. Yes Sir.

Ques.7. Where did you get the two horses from which you say you had when

~~you went to your~~

you went to your father's.

Ans. They were horses which my husband owned.

Ques.8. Where did you get the two cows,if you had two?

Ans. I had one cow when I moved down there,and when I sold the horse to John he let me have another.

Ques.9. What do you say you did with the two cows?

Ans. I let Crawford have one cow,and I sold the other for the $20.00 in money which I paid to my father.I sold that cow to Abram Carmack.

Ques.10. Where is the sale note which you executed to the Administrator

Ans. I burnt it up.

Ques.11. Were there any credits endorsed on the note?

Ans. Yes Sir.

Ques. 12. Did he give you receipts for the payments? you say you made on the note?

Ans. No Sir.

Ques.13.How did you pay the two notes you say you paid to John Brown, give the items of payment and the amount of each item.

Ans. I went and lifted John Brown's note to William Estep for $113.00 and gave my note therefor, the other note I paid out of the store,which was $120.00.

Ques.14. Then you paid John Brown in all,$233.00 did you.

Ans. Yes Sir that is the amount I paid him.

Ques.15. When did you make these payments?

Ans. The first one was made in March 1889, the other was made in Sept. or October 1889.

Ques.16.Did you pay these notes before they were due?

Ans.The first one was due when it was paid and had been due from Dec. to March,the other one was paid before it became due.

Ques.17. You say in your examination in chief,that the goods that Mr. Brown got were charged to him,now who paid his account at the store?

Ans.It was taken out and counted out of my part of the goods.

Ques.18. Now was not his account at the store settled by your father?

Ans. He counted it out of my part in the store,and it was charged against me.

Ques. 19. Were you and your father keeping a book account of these things at the store,at that time,as well as accounts with all customers

Ans. ~~EE~~.We kept a book in which we charged all goods sold to customers on a credit,and I was charged with the payment made to Mr.Brown.

Ques.20. I now hand you an account book,and ask you to look at it and s see if it is the book you kept?

Ans.We kept several books,this may be one of them.

Ques.21.
Does that book cover the time when the Brown matter was transacted, that is when you settled the Brown note?

Ans. I settled the Brown note in 1889, this book seems to begin in July 1890, and to end in sometime in 1892. And it is not the book the Brown account was kept on.

Ques.22. Is there any account in this book against your self with the store?

Ans. I find a small account against myself on said book, dated May the 1st. 1892, this was after I had sold out to my father. This is all the charge I see against myself.

Ques.22. Is there any account in said book against your father, G. A. Estep ? And if so, to about what sum does it amount ?

Ans. I find one on page 30 of said book, dated at the top August 16, 1890, and at the bottom May 2, 1891, amounting to 18.96, as footed up. I find an account against G. A. Estep beginning on page 149, dated at the top, January 20th 1892, and also on page 150 and also on page 151 I find accounts against G. A. Estep. The first date I see in connection with these accounts is May 2, 1891, and the last date on the book in co nection with them is January 20th 1892, and the account of Mr. Estep seems to amount of several hundred dollars I here file leaves of said book containing said accounts marked " A E. " i. e. all except first account on page 30.

Ques. 23. How do you account for the fact that there is no account against yourself on said book for any part of the time that you and your father were partners, and during the period that said book seems to embrace. ?

Ans. I never charged myself with anything from the fact that I was not so so under the contract of partnership between myself and my father.

Ques. 24. Where is the account book that you were using at the time of the John Brown transaction ?
Ans. I do not know. The books were all there when I left .

Ques. 25. What did John Brown's store account amount to ?

Ans. I think it amounted to $127.00. The amount ~~remaining~~ of the land note only amounted to $120.00 and he gave my father his note for the residue of about $7.00.
Ques. 26.
You say what you and your child used out of the store was to go against the coffee used in the family; did you and your child use any coffee?

Ans. Ofcourse we did.

Ques. 27. How much capital did you put into the mercantile business during the entire time that you were so engaged with your father ? Give the amounts and dates of each contribution ?.
Ans.
Ans. The first amount was the goods I bought at the sale that was to go in at $180.00; then in March after I moved there in February I put in $13.00 in potatoes, or money I got for potatoes; then $18.00 proceeds of oats; at an other time I put in $4.00 in cash, and this is all I remember.

Ques. 28. What other property or money or effects of any kind did you have ?

Ans. I had 3 or 4 hogs, 2 sheep and a heifer, and I did not get any money from any other source. I bought a half of a lot in Shawanee, sold the horse I got of Crawford for it. I sold my interest in

the Shawanee lot to my brother Wm. about two years ago.

Ques. 29. You say you paid the Brown notes amounting to something like $233.00, and your sale note to your father amounting to $101.50, and a debt to the Brown's of $8.00 for sawing, and bought a one half interest in a house lot at Shawanee for a horse, and you built a house on your land at a cost of about $70.00; now, please state from what source you got the means to pay all these expenditures ?

~~xxxx~~ ~~Ohx~~ This question and any answer thereto is objected to because it assumes things to be true that have not been proved--Duncan for Plaintiffs.

Ques. 30, Before answering above question ~~#~~ 29 please state how much you paid for the building of the house on ~~the~~ your land ?
Ans. About $75.00. This was paid along about Oct. or Nov. 1892.
Ans. to ques. 29.
I had $130.00 worth of goods when I moved down there, I sold a horse I had to James Thompson for $50.00, ~~andxmyxx~~ I had $30.00 in money when I went there, a part of which was money my husband had when he died and the remainder I sold little tricks for at the sale that the law allowed me and that I had no use for; then I sold a cow to Abram Carmack for $20.00; I sold another horse, (the blind one,) to my brother for $55.00; my father ~~ex~~ returned to me about $90.00 worth of notes due the estate of my husband.
Ques. 31.
Did you spend or use any other means to live on or for any other purpose during all this time ? If so, how much ?

Ans. I never spent nothing for to live on for I already had that, as to clothing I had a right smart when I went there and I got the rest out of the store. I do not remember of spending anything for any other purpose.

Ques. 32. You say you paid J. S. Yeary $12.00 on a lease on his debt, now, whose lease was it ?

Ans. It was my husband's lease.

Ques. 33. When and where did your father tell you that the Jacob S. Yeary debt was the last one against the estate, and that he had paid th that and had $120.00 left, or words to that effect ?

Ans. It was at my father's house; I do not remember the time except that it was towards the last of 1891.

Ques. 34. Who was present at the time ?

Ans. Some of the least children of my father were there, Marion, Allan and George, that is all I remember that was present.

Ques. 35. From whom did your father collect the $63.00 you say he colletced after this ?

Ans. I do not know.

Ques. 36. Did not the administrator turn over to you the remainder of the estate after he had settled all the debts against the estate and you receipt him therefor ?

Ans. He turned over to me about $90.00 worth of notes and he receipted him for them. I asked him about the $120.00 and the $68.00 and he said he aimed to keep it and use it awhile and then put it out on interest for me and my child.

Ques. 37. Did you not state in the receipt that you gave your father that you had received of him as administrator of your husband's estate all the proceeds that were in his hands after he had settled all

debts against said estate ?

Objected to, because the recipt itself is the best evidence of what it contains, and second, because no such receipt as that embraced in the question has been offered ~~the~~ by the administrator or laid before the Commissioner--Duncan, for Plaintiffs.

Ans. I did not. I signed the paper, but the writing was not on it at that time, the paper is dated Nov. 1st 1890, and is herewith filed ~~xxx~~ marked " A F. "

Ques. 38. Did you sign the receipt to your father as administrator dated May 29th 96. and marked # 21 with h is settlement ?

Ans. I did.

Ques. 39. Where did you get the 70 bushels of corn you say you took to your father's ?

Ans. I took 50 of it from home, and my husband had bought 20 bushels from James Grimes and had never had it hauled home, and after I moved to my father's I sent there and got it .

Ques. 40. Did you not keep your father's papers relating to your husband's estate in your trunk ?

Ans. I keep the notes in my trunk 'till they come due, then he would take them and collect them, the notes and receipts he would take and ~~it~~ lift as administrator he would keep himself in his book case.

Ques. 41. When did you last see the account book kept at the store embracing the time when the Brown matter was settled ? And where was it?

~~Ans.~~ It was at my father's when I ~~left~~ left there I August 1892, and that is the last I have seen of it.

Ques. 42. When you last saw the book was any part of it torn out and gone, and if so, what portion of it.

Ans. There was none of it torn out when I last seen it.

Re-Examined.

Ques. 1. When did you receive the notes that is mentioned in your receipt dated May 29th 96?

Ans. Along in the ~~fall~~ spring of 1892. It was before I sold out my interest in the store to my father, which was May 1st 1892. The interest was counted up and the recipt embraces both principal and interest.

And further this deponent saith not.

Amanda J Clarkson

William R.Brown another witness of lawful age being duly sworn deposes and says:

Ques.1 Did you know W.M.Yeary in his lifetime.
Ans. I did.

Ques.2. A short time after his death and about the time of the sale of his property by his Administrator,did you hear any conversation between G.A.Estep and Amanda Yeary in reference to her buying the stock of goods of her husband,if so what did he say to her?

Ans. I did hear ~~xxxx~~ a conversation between them,and he told her to run the goods to $130.00,he said they were worth that much.

Ques. 3. If you heard anything said by Mr.G.A.Estep,about the deed to the land sold by John Brown to W.M.Yeary,or who paid for it,please state what he said and when it was?

Ans. The evening before the deed was made I was at G.A.Estep's store, he said he was going up next day to have the deed made he said Amanda had paid for the land and he was going to have the deed made to her. I was there the next day and saw the deed executed,Bishop Nevels was also there,Dow Fulkerson was there,and wrote the deed,my mother and father were also there,my father was very sick and in bed.

Ques.4. Do you know anything of the purchase of goods by John Brown towards this land debt,if so state what you may know?

Ques. I ~~ZZZZ~~ was with my father at the store ~~WXXX

Amanda Clarkson et als, Plaintiffs.

Against (In Chancery.

G. A. Estep, Adm'r, etc., Defendant.

---------- The depositions of _____

_____

taken before me, J. A. G. Hyatt, Commissioner in the above styled cause to be read as evidence in ascertaining the setttlement of said cause. Taken at the Office of Orr & Blankenship, Jonesville, Lee County, Virginia, January 26th 1897, by agreement of parties.

----------Present: Amanda J. Clarkson and C. T. Duncan, her attorney; G. A. Estep and James W. Orr and George W. Blankenship, his attorneys.

J. S. Yeary, a witness of lawful age, being duly sworn deposes and says:-

Ques. 1. State your age, occupation and place of residence ?

Ans. My age is 58 years old, a farmer, and live in Handcock Co., Tenn.

Ques. 2. State whether or not W. M. Yeary in his lifetime was indebted to you, if so, in what sum, how evidenced, when and by whom paid ?

Ans. W. M. Yeary owed me a note ~~for~~ of $65.00 with some little credits on it at the time of his death. G. A. Estep, his administrator, paid the residue to me, and the amount for which I gave him a receipt. The receipt filed by said administrator in his settlement is the receipt I gave him and states properly the amount he paid me, and the amount that was due me at the time on said note. A small amount was paid me on the principal, but there was some interest due me, but I do not know know the exact ~~amount~~ amount.

Ques. 3. Did you have any knowledge of W. M. Yeary being indebted to John Brown at the time of his death, and if so, in what sum, what for and how evidenced?

Ans. He was in debt some to him for land but the amount I do not know.

I do not know whether Mr. Brown held his notes or not, but I would suppose he did.

Cross-Examined.

Ques. 1. How long was that note executed to you before W. M. Yeary's death ?

Ans. I do not know exactly, but think it was over 12 months.

Ques. 2. Have you no ~~xxxxx~~ idea how many credits was on said note at the time of Mr. Yeary's death, or the amount of said credits or either one of them ?

Ans. I have not.

Ques. 3. Was the remainder of said note which was due to you at the time of W. M. Yeary's death all paid at one time ?

Ans. I bought some things at the sale and when we settled that Mr. G. A. Estep, Administrator paid me the residue; it was all settled at the same time.

Ques. 4. Did not Amanda J. Clarkson, formerly Amanda J. Yeary, widow of W. M. Yeary, deceased, pay you \$12.00 on said note ?

Ans. There was \$12.00 of the note settled in a lease which W. M. Yeary had on my land, I don't know whether Amanda J. Yeary or W. M. Yeary's estate was entitled to the benefits of said lease.

Ques. 5. What did you do with W. M. Yeary's note when you executed the receipt to G. A. Estep ?

Ans. I gave him the note and receipt at the same time. The note was executed to me for a horse, and it may have been nearly two years before his death. I had given him some time on it and the time was very near out when he died. He paid me in the store what he had paid me on the horse.

~~And further this witness saith not.~~

Ques. 6. How much did Mr. Estep pay you on this note in money.

Ans. I do not remember.

Ques. 7. By way of refreshing your memory, did he not pay you just \$16.00.

Ans. I do not recollect.

Ques. 8. Did you not on last Friday at your house tell Mr. Clint Clarkson that ~~xxxxx~~ Mr. Estep only paid you about \$16.00 on said note.

Ans. Mr. Clarkson and myself were making some calculations about the ~~xx~~ matter and I told him that I thought it was about \$16.00 and that is my best recollection now.

And further this witness saith not.

his
Jacob X Yeary
mark

(35).

G. A. Estep, another witness of lawful age, being duly sworn, deposes as follows:-

Ques. 1. Please state anything you may know in regard to the amounts for which you have credit as paid to the Greer Machinery Company on note of W. M. Yeary, when paid and how ?

Ans. The Greer Machinery Company notified me of the indebtedness of W. M. Yeary to them. I sent them money as payments on said ~~indebtedness~~ indebtedness, as administrator of the said W. M. Yeary, deceased, as shown by the Statement of the said Greer Machinery Company. I sent the money by John F. Chadwell ~~go~~ to them, as he was going to Knoxville. I do not distinctly remember the amounts I paid and the times at which they were paid, but I sent them money until the note they held against Mr. Yeary was satisfied, and paid and they sent the note to me. I do not claim credit for the item of $30.00 as it was paid I think ~~in the xx time of Mr. Yeary~~ before I qualified as his administrator.

Ques. 2. Did you as ~~such as~~ administrator of the said W. M. Yeary, deceased, pay any sums to John Brown , if so, when, on what account and how much ?

Ans. I did pay him some. I paid the amount of balance that said W. M. Yeary owed him for land. My father, William Estep held a note against John Brown, the note interest and all I think amounted to $114.00. The principal was for $100.00 and the interest amounted to some $14.00 or $15.00. Myself and Amanda J. Yeary was selling goods. Mr. Brown lifted a good portion of the amount paid him out of the store, and I think I paid him $20.00 in money. I kept an account of all we paid him in the store, and the amount was charged to me, as between her and myself in our settlement. Amanda and myself executed our note to my father for the note he held on John Brown, and Brown gave credit on the amount W. M. Yeary owed him for the note we obtained from my father The store account, the note he owed my father and the $20.00 in money amount to the sum for which he, Brown , gave me receipts. I lifted the note that Amanda J. and myself executed to my father and executed my individual note to my father and I still owe the amount to him. I think the receipts show the correct amount I paid to the said John Brown.

(#4.

Ques. 3. Please state how much ~~and how you paid~~ you paid ~~Wx~~ Jacob S. Yeary on his note against the said W. M. Yeary, deceased, and how paid ?

Ans. Mr. Jacob S. Yeary bought some articles at the sale, which I think was settled in on the note, and I do not ~~know~~ remember the balance I paid him. As to the $12.00 on lease I do not remember, it may have ~~been settled~~ been settled on the note, I do not say that it was not.

Cross-Examined.

Ques. 1. After the death of W. M. Yeary how long did you and his widow, Amanda J. Yeary, sell goods together?

Ans. We commenced in 1889, immediately after the sale, and I bought ~~her~~ her out ~~May~~ about May 1st 1892.

Ques. 2. How much did you put into the firm during the continuance of the business ?

Ans. I was to put in $100.00 against the goods bought at the sale, of this amount I put in $70.00 the first time I went to Knoxville and the next time I went I put in the balance $30.00,. After this we both put ~~in~~ in other moneys and took out moneys and goods.

Ques. What was the real worth of the goods put in by Amanda at the time you and she commenced business.

Ans. I guess that they were worth about what she bid them in at, that is $100.00, they were appraised at $130.00. The goods were remnants.

Ques. Before day of sale, had not you and she agreed to carry on the busines of Merchandising together, and did you not tell her that the goods were worth at first cost two hundred dollars, but that as they were the remnant of a stock of goods to only run them to $130.00, and to give that sum for them and you would put in an equal amount or words to that effect?

Ans. I did not tell her that nor words to that effect. We talked of running the business before day of sale, but I did not advise her to run them to $130.00, I think I told her she might run them to $125.00 of this I am not certain, the contract between she and myself, was that I was to put in an amount equal to what she bid the goods off at.

Ques. How was the business between you and her closed up?

Ans. I bought her out.

Ques. How much were you to pay her for her interest in the business at the time you bought her out?

Ans. I was to lift her note that she and myself had executed to my fat father to pay the John Brown note as above stated, to give her up the note she had executed to me at the sale, I gave her one half of an acce count that my son John owed the store of about $50.00, also an account of some amount, not now recolected on my son William, of this last accoun she was also to have one half. I think I also paid her some amount in the store, of this however I am not certain.

Ques. For how much did you and she execute the note to your father, what did you do with said note when you lifted it, and is not this paper which I now hand you, the said note, if so file it with your deposition as a part thereof?

Ans. For the sum of $113.00, when I lifted it I gave it to Amanda J. Clarkson, and the paper you hand me is said note, and I file it here as part of my deposition marked "AX". I lifted said note by giving my own note instead thereof, which was on the 1st day of May 1892, and amounted on that day as we calculated it, to $134.00, at least that is the amount I gave my note for.

Ques. Did you not give her, also as a part of the purchase price of her interest in said goods, the amount of goods that had been paid to John S Brown on the other note which he held against W.M.Yeary for land?

Ans. I did not.

Ques. Well then how did she and you arrange that matter?

Ans. I was charged with the goods paid to John Brown.

Ques. Who settled up with John Brown and lifted the Yeary notes?

Ans. I did.

Ques. What did you do with the notes lifted from Brown?

Ans. I gave them to her.

Ques. If she had not settled with you for them, why did you deliver them to her?

Ans. Because the notes were paid out of the estate money,all the debts of the estate paid and I thought she was entitled to them. She had a tr trunk with a lock to it and she pretty much kept all the papers belonging to the estate.

Ques. Had John Brown conveyed said land to Mr. Yeary before his death, if not,has it been conveyed since,if so to whom,and who had said convey ance made?

Ans. Mr.Brown had not conveyed the land at the time of Mr. Yeary's death It has been conveyed since his death,to Amanda J.Yeary,Wi M.Yeary's widow, she had it conveyed to her.

Ques. Did not you have said conveyance made to her,and have it made in the way it is now made, And did you not before you had it made tell her,that as she had paid for it,that,that was the proper way to have it conveyed,that she could then sell it or do as she pleased with it?

Ans. I did not. I did tell her taht there ought to be a deed made to it,I told her this after the land was paid for. I told Mr. Brown before the deed was made that I thoought it ought to be made to her and her child,by Mr. Yeary.

Ques. How much did Amanda J Yeary put into the Mercantile business after putting in the goods?

Ans. I can't tell,she took out a good deal and put in a good deal.

Ques. Did you send the money by John Chadwell to pay off the Greer & Co note.

Ans. I did as I think.

Ques. Did he return you receipts for the same,if so what have you done with them?

Ans. If he did I do not remember it.

Ques. Did you as Adminiatrator entrust him with money to pay out,withot requiring him to return you receipts for the same?

Ans. I did.

Ques. From whom and when did you get the Greer & Co.note

Ans. I think John Chadwell brought it to me when he made the last payment

Ques. Do you know by whom,the endorsement,at the bottom of said Greer & Co. note,"to be Pd by Jno.T.Chadwell," was made?

Ans. I do not.

Ques. Did not you and Amanda J Yeary count out the amount paid to John Brown a year or more before you bought her out,and did she not then settle your part of it with ~~you~~ you?

Ans. No Sir: I have no recolection of it.

Ques. Did she not sell her own property, a horse cow corn and other property and pay to you her note for property purchased at the sale long before you bought her out?

Ans. No Sir.

Re Examined

Ques. Please explain more clearly the transaction between you and John Brown, and yourself and Mrs Yeary in reference to the note you obtained from your father,and how it was obtained &c.

The foregoing question and any answer therto is objected to,beea cause the witness has already given his expanation on his examination ~~m~~ in chief,and again on cross-examination,after which an adjournement of more than an hour has been taken,and further explanation comes too late and is not admissible.

Duncan for Plffs.

Ans. My father had a note against John Brown for $100.00 of principal and according to the other note here filed there was $13.00 of interest on it,my father said if Amanda would give a note with me as security to it,he would give up the John Brown note,I took the note of John Brown ~~note~~ got from my father and gave it to John Brown,as part payment on th land note of W.M.Yeary. Amanda Owed me $101.50 for property bought at the sale, I gave up to her ~~note to her~~ for that note to pay in on the land, that left her owing the note to my father and when I bought her o out I paid that note for her as part payment for her interest in the go good.

Ques. 2. State whether or not all these transactions with your daughter were satisfactory at the time,and whether you can remember at this time all the little details?

Ans. They were,and I can not now remember all the little details.

Ques. State whether or not they were correctly done and have you the ~~bo~~ book of accounts kept between you and her,if one was kept,showing these transactions,and if not where is it,if you know?

Ans. The business was done the best I could,I kept a book of it and I think I kept it correctly,I do not know where the book is ,I cant find any pertaining to the estate,I found the book but that part of it pertaining to the estate was ~~inrn~~ out,in the matters of the estate. The book was principally in her possession.

Re-Cross-Examined.

Ques. When did you see said book last,when it had the items between you and Amanda pertaining to the business of the estate?in it?

Ans. I do not remember,exactly, it was there when I bought her out.

Ques. Was said book ever in her possession at anytime after you bought her out.

Ans. I do not know,the book in which I kept these matters was a book we used in the store,she had access to it whenever she wanted to?

Ques. Did you ever know of her having said book in her possession at any time after you bought her out?

Ans. I do not, she lived there at my house and could have had it at any time.

Ques. How long did she live there after you bought her out?

Ans. I do not remember. Not a great while,she says from May to August and I expect that is correct.

Ques. Were not all the matters pertaining to the estate settled up at the time you bought her out?

Ans. They were.

Ques. Then why did you not settle your account with the commissioner?

Ans. I brought the papers up here and filed them with Mr.Munsey Commissioner of accounts,and thought my account was settled,until this matter got up,I then got tolooking around and found that no settlement had beem made,found the papers and had Mr. Hyatt to state my account. When I took my papers before Mr. Hyatt he examined them,marked such as were not right for further proof and I venta and got it and then he

stated the account as filed as an exhibit with my answer.

Ques. Did not Mr. Munsey at the time you filed your papers before him tell you that your papers were not in a condition to make settlement, and is not that the reason why he did not settle your account?

Ans. He told me that there were some of my papers which he did not thin were in condition and he promised me to further examine them and such a as were not in proper shape he would return to me ,he never done so and I just imagined that the matter was settled.

Ques. Please state again exactly the terms of the trade between you and Amanda,when you bought out her interest in the goods?

Ans. I was to lift the note my father had against her, I give her half of my son John's debt,which half amounted to $16.00 or a little over, and I gave her half of the debt against my son William,I do not remembe the amount of that debt,and I thought I paid her a little in the store.

Ques. Is that all you was to pay her?

Ans. That is all I have any recolection of.

Ques. Did you not state a while ago,on your cross-examination, ~~that~~ ~~[illegible]~~ in answer to the following question,How much were you to pay her for her interest in tthe business at the time you bought her out?" that You were to lift the note of her and yourself to your father, and to give up to her the note she had executed to you at the sale?

Ans. I did not, at least I did not intend to do state.

Ques. How come you to give her up a note of $113.00 for a note of $101.

Ans. That went into pay, and we kept a book account of the matter.

Ques. Was the $100.00 receipt from John Brown taken at the time you lifted the note of said Brown from your father?

Ans. I do not remember,whether it was or not

Ques. Did you deliver to Mr. Brown his note as a payment on Yeary's land note,as soon as you got it from your father?

Ans. I do not remember whether I did or not.

Ques. Was the $100.00 receipt or the $141.30 receipt taken at the time you turned over to him his note lifted from your father?

Ans. I cant tell,exactly but I think the first payment was the note.

Ques. Then why did you take his receipt for $100.00 when the note you t turned over to him was for $113.00

Ans. I do not recolect why it was.

Ques. I now hand you two notes,one for $113.00 payable on the first day of December 1888,the other for the sum of $120.00 payable on the 1st da of Dec. 1889 both dated XXX on the 15th day of September 1887,and both executed by W.M.Yeary ro John Brown ,and ask you to state if they were the notes lifted by you from Mr. Brown as above stated by yo,if so file them with your deposition

Ans. I supposex they are the same notes,and I file them as requested m marked "AY,"and "AZ."while I do not remember how the difference occurred as to the amounts I do know that I paid him the sums mentioned in the receipts and he signed said receipts,

Ques. Did he sign said receipts or either one of them at the date it bears date.

Ans. He signed each one of said receipts at the time it bears date.

And further this deponent saith not. G. A. Eastep

It is agreed that all the foregoing witnesses were sworn to their depositions Feb 6th, 1897.

Orr & Blankenship, attys for G. A. Eastep.

C. J. [illegible] Atty for Plff.

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Amanda J. Clarkson, et al., Plaintiff.
Against---(In Chancer. (Circuit Court of Lee County, Virginia.)
G. A. Estep, Administrator, Defendant.

----The depositions of _____

_____,
taken before me, H. C. T. Richmond, a Notary Public in and for the County of Lee, in the State of Virginia, by agreement at the house of John Brown, near Ewing, Lee County, Virginia, to be read as evidence on behalf of the Defendanton, ~~this on~~ this the 4th day of February 1897, by the Commissioner in the statement and settle ment of the matters and thing involved in said cause.

~~William Estep, a witness of lawful~~
J. M. Estep, a witness of lawful age, being duly sworn deposes as follows:-

Ques. 1. What is your full name and age, and state your relation to G.A.Estep amd Amanda Clarkson?.

Ans. James Marion Estep, ~~IZZZIIXXX~~ I will be 20 years old next Septemb er. I am a son of G.A.Estep and a brother to Amanda Clarkson.

Ques.2. In her cross examination,in giving her deposition in this cause Mrs. Clarkson states that her father G.A.Estep,told her in the presen ence of you and others at his house,in the latter part of 1891,that after he had settled the Jacob S.Yeary debt,that that was the last one against the estate of W.M.Yeary deceased,and that he had one hundred and and twenty dollars left or words to that effect,please state if in your presence at any time or place,such conversation was held or such statem ment made to or with the said Amanda?

~~Ans. I never heard such statement, I do not I can remember it.~~
Ans. I never heard any such statement, as I now remember.

Cross-Examined.

Quues. 1. Did you ever hear your father and Sister talk anything about the business of her husband's estate?

Ans. I think I have a little

Ques. 2. When was that ?
Ans.
I can not now remember.

Ques. 3. Was it before or after your father bought out her interest in the store.

Ans. I don't remember that.

Ques. 4. Do you remember the time Jacob Yeary was there and your father finished paying off to him the note due to him from the estate of W. M. Yeary ?

Ans. I do not.

Ques. 5. In the latter part of the year 1889, you were a boy only 13 yeras old were you not, and did not pay much attention to business, or business converstions, did you ?

Ans I was then about 13 or 14 years old, and di not pay much attention to business or business conversations.

Ques. 6. The conversation testified to by your sister, could have taken place, with you present in the house, without your paying attention to it, or remembering it, could it not ?

Ans.
I ~~thinkk itmighty~~ think it might.

---And further this deponent saith not.

James M Estep

William Estep another witness of lawful age being duly sworn deposes and says.

Ques.1.State your age occupation and place of residence,and what relation you are to the parties to this suit

Ans. I am 25 years old,Occupation farmer, I reside in near John Brown' I am the son of G.A.Estep and a brother to Amanda Clarkson and the uncle of Laura Yeary.

Ques.2 State whether or not,if you know,if your sister Amanda paid any partof the price of the horse she purchased from a man by the name of Crawford,out of the store owned by her and your father,if you answer sh she did state what amount.
A
Ans. I think she did, I thought she paid all of it except the price of the cow,but I dont know it.

Ques. 3. Has it not been your understanding, both from Amanda and your father that she paid all the price of that horse except the price of a cow,out of the store?
objected to , in so far as he got his understanding from his father.
Duncan for Pltffs.
Ans. It has been my understanding.
Ques.4.Did she not also pay a saw bill amounting to some forty odd doll out of the store?

Ans.Ib dont know how much she paid on the saw bill out of the store.

Ques.5.Did not you,your brother John and Amanda contract a saw bill, you were to pay one fourth,your brother John one fourth and she one half?

Ans. We did.

Ques.6. What amount was paid by you being your one fourth part?

Ans. My part was $20.00.Or $21.00 John's was the sa me and hers equal to both ours.

Ques.7.Was not this sawing done and paid for during the time that Amanda and her father run the store,and has it not been your understanding from both Amanda and her father that she paid this amount out of the store?.

Any answer to the latter part of said question is objected to for reasons above stated and for the further reason that the witness has already stateted his understanding.
Duncan for Plffs.

Ans. I think I paid for mine at that time , and I allowed she was paying for hers out of the store as the mill men were sending ordes to the store. I dont know how she paid for it.

Ques.8. Did you ever hear Amanda claim that your father owed her any amount after he had paid off the debts due by the estate of W.M.Yeary d deceased,or that there was any amount in his hands after the payment of said debts,going to her or her child,before the institution of this sui

Ans. No I never heard her claim anything

Ques.9. Do you know about the amount of means and property that Amanda owned of her [illegible]

owned of her own after the death of her husband, if so state of what it consisted, the value thereof, and what disposition she made of it?

Ans. She owned two horses, a wagon, one or two cows, perhaps a few hogs, some household and kitchen furniture.

Ans. I think she got $100.00 or $105.00 for her horses, the wagon was worth some $20.00 or $25.00, but she did not sell it until some two years after my father had bought out her interest in the store, I only remember one cow, she was worth $20.00, I remember nothing about the hogs I do not remember what her household and kithen furniture was, it was worth I would think $50.00, I do not remember of her selling any of it she had some corn, fifty bushels I suppose which she brought to my father's, I do not remember of her selling any of it.
She had one horse there, to feed out of the corn.

Ques. 10. Could she, or not have paid, out of the proceeds of all the means she had, had she sold it all, $233.00 to John Brown, $101.50 sale note to her father, $8.00 for a saw bill, and purchased a one half interest in a house and lot at Shawanee worth a horse, and built a house on her land at a cost of about $70.00, sums in the aggregate amounting to near $400. and at the same time supported herself and child ~~Supposed because I know not facts, but only the opinion of the witness, which is not material or legitimate.~~
Duncan for Plffs.
Objected to because the question seeks to obtain the simple opinion of the witness, which is not legitimate testimony.
Duncan for Plffs.

Ans. I don't think she could.

Cross-examined.

Ques. 1. Please state what the rents and profits of the land owned by Mrs. Clarkson would have been reasonably worth per year ?

Ans. I would not be worth very much, I guess about $20.00 per year.

Ques. 2. How many acres of cleared land was there on it?

Ans. I guess there was 25.

Ques. 3. How long did your father and sister conduct the mercantile business ?

Ans. I do not know, but suppose about two years.

Ques. 4. Do you know of her selling any oats or potatoes, if so how much ?

Ans. She had some oats, I do not know how many there was, and what she done with them; I know nothing about the potatoes.

Ques. 5. Was there not a good deal of property, which she was entitled to hold as a widow, that she sold on the day of the sale, that her husband's property was sold ?
Ans. I do not know what the law allows her to hold, and do not know whether she sold any or not. A cooking stove was sold that day.

Ques. 6. Did W. M. Yeary have any lard at the time of his death, if so what was done with it ?

Ans. I do not know.

Ques. 7. Were you living at home at the time Amanda was there after her husband's death ?

Ans. Yes, Sir.

Ques. 8. Did not Amanda fatten and kill her own hog's while she was at your father's or a part of the time?

Ans. I think maybe she did one year. I do not remember the number.

Ques. 8. To whom was the saw bill of which you speak contracted ?

Ans. John & William Brown.

Ques. 9. Haven't you ill feeling against your sister ? And have you not been quarreling with her to-day.

Ans. I have not. She came out on the porch to me to-day and asked me if I was not going to swear a lot of lies, and I told her no I did not swear lies for myself or any one else.

Ques. 10. Do you know what went with the money for which she sold her property ?

Ans. I do not know.

Ques. 11. Don't you know that she got $90.00 in notes from her father with which she paid for building the house of which you speak of ?

Ans. I heard him say he returned $90.00 in notes to her.

Re-Examined.

Ques. 1. Did not your sister Mrs. Clarkson, admit to you or in your presence to-day that she did not have property sufficient of her own to pay the debts, etc., which she claimed she did pay after her husband's death, or words to that effect ?

Ans. I do not now recollect all she did say.

----And further this deponent saith not.

his
William X Estep
mark

John Brown being recalled by the Plaintiff states that the saw bill spoken of was paid as he recolects, by Amanda as follow, $8.00 in the store, $26.ooin lumber and $5.00 to William Brown in a note or Burwell Estep

John Brown

Granvill Estep being recalled by the Defendant deposes and says:.

Ques.1. In her examination in chief,Mrs. Amanda J.Clarkson,states that she paid her sale note to you,as Administrator of W.M.Yeary deceased,in the following manner," I paid him $30.00 on it the next week after I moved down to his house,I paid him another payment of $20.00 on it alog in the fall afterwards,I paid another payment on it in September or October after I moved there of fity dollars", now please state whether or not you ever received these or any such payments form her?XXX

Ans. I never

Ques.2. She also states that in addition to making these payments to yo you as Administrator of her husband, she paid also in the same year John Brown on the land note due from her husband the sum of $120.00 out of the store,now state if any such payment was made by her, if you answer no by whom was said payment to John Brown made?

The foregoing question and any answer threto is objected to because this witness has already given his version in full of how and by whom this payment was made to John Brown.

Duncan for Plffs.

Ans. It was not made by her, said payment was made by me, John Brown got it out of the store, and when it was sett led it was carried up to the account of the estate, and charged to me.

Ques.3.Was not the settlement with John Brown made in June 1890,and does not your store book show that fact,if you answer that it was and b the book show it,please file with your deposition the leaf of said book showing when settlement was made.

Ans. I cant just recolect when said setlement was made but the receipt and the book show it was then made. I here file said leaf as a part of my deposition marked "leaf"

Ques. 4. Could Amanda have paid the $120.00 out of the store in the sam fall of the same year you began business,supported herself and child an and have had any capital left in the store?

Ans. I think it would have just taken her part of the store. I do not think she could.

Ques.5. Is it not a fact that she claims to have paid out more,out of the store in a very few months after you commenced business than she put in.

Ans. It is.

Ques. State what amount of property the said Amanda had of her own after the death of her husband,of what it consisted and the value,that is the fair cash value of the same.

Ans. She had two horses worth something like $100.00 a wagon worth $25. a cow worth $20.00 I dont know whether she had any other cattle or not I think she had a few hogs she had some household and kithhen furniture I do not know its worth,she never sold her wagon,and she never sold anything that I know of out of the house. That is after she came down to my house,she had a cook stove which she sold before she moved there. She also had some corn roots.

Ques.Is it not a fact that if she had sold all the proerty she had,interest in the store and everything else that she could not have realized enough to have paid $233.00 to John Brown on the land note,her sal note to you of $101.50 a saw bill of $8.oo bought a half interest in a house and lot in Shawane worth a horse,built a house on her land at a cost of about $70.oo

Ans. No she could not

Ques. Did you tell her after Jacob S.Yeary's note was paid that that wa was the last debt against the estate and that you had $120.00 left or words to that effect?

Ans. I did not.
Ques. 9. Shortly after this did you also tell her that you had collected $68.00 in addition to the $120.00 that you would use it awhile an and then put it out at interest for the benefit of her and her child or words to that effect?
Ans. No Sir I did not.

Ques.10.Did you ever collect a note due Amanda from James Thompson or any other person for $50.00 or any other amount, and keep and use the same yourself,or aply it as a credit on the sale note which she owed you as Administrator of her husband?

Ans. No sir I did not, I might have collected it if I did I turned it over to her.

Ques. 11. Did you ever at any time tell her that the goods she bought at the sale were worth $200.00 at first cost and request her to run the them to $180.00 at the sale or words to that effect.

The foregoing question is objected to, the witness has already been asked that question,he has denied that he ever had such a conversation his statement in regard therto has been rebutted and it make his case no stronger or gives no more weight to his testimony to repeat his denial again.

Duncan for Plffs.

Ans. No sir I dont think I ever told her any such thing, I know I told her to not run them to more than $125.00, I told her to bid $100.00 and not to go over $125.00

Ques. 12 Did you or not tell her that you was willing to put in $180.00 against the goods and that you would go halves?

Objected to for the same reasons stated above
Duncan for Plffs.

Ans. I did not.

Ques. Did you or not have a contract with her that there was to be an account kept against you for everything you kept out of the store except the coffee,and that such goods as she got out of the store was ro go against the coffee.

Objected to for the same reasons stated above
Duncsm for Plffs.

Ans. The contract with me was that I was to board her against the coffee,which ~~&&&~~ she got, the other things that each of us got was to be charged to the one getting it. I did not have such contract with her as is stated in the question.

Ques. 14. At the time you delivered the sale note to her were there an any credits endorsed on said note,or had there been any payments made to you that should have been credited on said note

Ans. No Sir.

Ques. 14 Please state whether or not Amanda signed the receipt filed in this cause dated Nov. 1. 1890 marked"AF"
Q
Ans. She did sign said receipt and after it was written

Ques. 15. Did you ever at any time or place or under any circumstances tell to William R.Brown or say in his presence, to Amanda to run the goods to $180.00 ~~$18.00~~, sold at the sale, that they were worth that amount. or words to that effect?

Objected to because the witness has already at least twice before tried his hand at the same denial that is here sought to be again obtained, and it is hard to conceive the object of counsel in obtaining the denial so often unless they think thereby to give it some strength.
Duncan for Plffs.

Ans. I dont think I did I know the goods were not worth that much and I dont think I ever had such talk to or before any body.

Ques. 16. The evening before the deed was made by John Brown to Amanda at your store did you tell to William R.Brown or say in his presence that you were going up next day to have the deed made to Amanda,as she had paid for the land or words to that effect?
Ans. No Sir, I neber had such talk

~~QUES. 17. DID YOU TELL~~ Cross-Examined.

Ques. 1. Please state when the account against John Brown on the leaf you have just filed as a part of your deposition began ?

Ans. I could not tell you exactly, as the dates are not given there, I found that old book after I came back from Jonesville.

Ques. 2. Does not said leaf show that it began January 1st 1889, and ended by a settlement ~~February 1, 1890~~ June 4th 1890 ?

Ans. I never seen the commencement of the date of that page, ~~that date~~ That page may have commenced at that date; the settlement is shown to have been made June 4, 1890, at the bottom. I looked at the top but could not distinguish the date there it was so dim.

Ques. 3. Shortly after Amanda came to your house did you not get $30.00 from her in cash ?

Ans. No, Sir.

Ques. 4. Did you receive any sum from her shortly after she came down there, if so, how much ?

Ans. None at all.

Ques. 5. What did she do with the $20.00 for which she sold her cow ?

Ans. I do not know of her selling any cow except the one she sold to Crawford, and she apid that on a horse.

Ques. 6. Did she not pay Crawford for the horse out of the store ?

Ans. She paid a good portion of it out of the store, I did not recollect of her paying the cow on the horse she bought of Crawford until some others reminded me of it.

Ques. 7. Are you certain she paid any on that horse out of the store, if so, how much ?

Ans. I am certain she paid some of it out of the store , but I can not now tell how much.

Ques. 8. Did she not pay Crawford for that horse in this way : a cow a pistol and a fat hog ?

Ans. I know nothing about the pistol or the hog.

Ques. 9. Now, tell what became of the money for the cow which she sold to Mr. Carmack ?

Ans. I know nothing about that.

Ques. 10. I believe you state that you collected the money from James Thompson for the horse, what did you do with that money ?

Ques. 11. I don't know that I collected it.

Ques. 12. Do you not know that you did collect it on a trip to Knoxville, and that you used it on that trip ?

Ans. No, Sir, I don't know it.

Ques. 13. Did you not sell the horse to Thompson and take his note for it ?

Ans. No, Sir, I don't think I did, but think my son sold it to him. I think it was my son John.

Ques. 14. Well, if you did collect that money from Thompson what did you do with it ?

Ans. If I collected it I turned it over to her.

Ques. 15. What did she do with it ?

Ans. I don't recollect what she done with it.

Ques. 16. You state that Amanda had in addition to the two horses, wagon, the cow, her household and kitchen furniture, some corn and oats, what was done with that ?.

Ans. She moved some corn down to my house, but she had a horse to feed, a cow, and some hogs, if she sold any I do not know it, she might have sold a few oats, but she had stock enough to eat all the grain she had.

Ques. 17. Do you not know the fact that she also had some potatoes that she sold for $13.00, and that she sold $18.00 worth of oats ?

Ans. I know she had some potatoes and that she sold them, she said she did, and I do not remember about the oats.

Ques. 18. Then you have no remembrance of her selling or putting anything into the store or paying anything to you in any way except the $100.00 worth of goods she put in when you first commenced business ?

Ans. Yes, she put some in the store, I do not know what amount, she never paid me anything , she took a good deal out of the store and put some in.

Ques. 19. From what source or sources did she receive the sums she put into the store ? State each item as nearly as you can ?

Ans. I could not tell you, she sold things now and then and put into the store, but I can not now remember them, items and amounts.

Ques. 20 What things did she sell that she put into the store, was it not the two horses, the cow, the potatoes and oats ?

Ans. No, Sir, she might have put into the store the potatoes and oats, I know she did not put the two horses in.

Ques. 21. What did she do with the proceeds of the horse she sold to John Estep for $[illegible].00 ?

Ans. I do not know a thing about what John paid her on that horse.

Ques. 22. What was done with the proceeds of her stove that you state she sold ?

Ans. I don't

Ans.
I do not know of my own knowledge.

Ques. 23. Now, Mr. Estep, don't you know that the proceeds of that stove went to apy ~~xxxxxx~~ Adam Yeary, the bal. of $7.77 that W. M. Yeary oved him?

Ans. I don't know only I heard Adam Yeary say so.

Ques. 24. That is one of the items for which you claim credit in your settlement is it not ?

Ans. I recon it is, if it was paid that way.

Ques. 25. You state ~~xxxxxxxx~~in answer to a question propounded to you to-day, that if Amanda had sold all the property she had, interest in the store and every thing else, that she could not have re-alized enough to pay the $233. 00 to John Brown, $101.50 to youself, $8.00 saw bill, the house and lot in Shawanee worth a horse and built a house on her land at a cost of $70.00, now, did you not pay for her $113.00 of that for her interest in the store ~~x~~ then did she not have two horses worth at your own valuation $100.00, did she not have a cow worth at your valuation $20.00, did she not have household and kitchen furniture at your own valuation wotrth $50..00, did you not turn over to her notes that went in to these expenditures at $90.00, then add the potatoes and oats $31.00, does it not make a larger amount than she claims to have paid ?

Ans. I have not figured on it, but when I bought her out of the store it was some two or three years after she claims to have apid it all. And in the time of that she was paying a good deal out of the store. I don't know, the Commissioner can count it, I can not see to figure on it to-night.

Ques. 26. During that time she was receiving the rents and profits of the tract of land conveyed to her by John Brown was she not ?

Ans. Yes, what little there was she was receiving. She had stock there to eat it though as fast as it was made.

Ques. 27. What stock did she have after the first year ?

Ans. I think she had a horse about all the time, a cow a part of the time, and some hogs some of the time.

Ques. 28. Then if she brought her rents and profits to live on and feed to her hogs and fatten and kill them, what support did you furnish her to go agaist that coffee you were talking about a while ago ?

Ans. I furnished her eatables. If she fattened ~~gx~~ hogs she sold them either in hogs or as meat.
Ques. 29. What did you put into that mercantile business when she put in the $100. 00 as you claim it.

Ans. I put in about $70.00 the first time I went to Knoxville, and the next time I finished out the hundred, and I put in money from time to time all along as we continued and r un the business.

Ques. 30. How much did you pay out of it on debts and other matters ?

Ans. I could not say the book I have already filed gives more information than I can remmember. I took out a good deal and put in a good deal.

Ques. 31. Did you not pay out more than you put in ?

Ans. No, Sir, I did not, I put in the most.

Ques. 32. From what source did you get money to put in except from your ~~xxx~~ pension,

and state the amount of that pension ?

Ans. I don't recollect all, I fattened hogs, and some stock to sell every year, and my recollection is that I sold about $100.00 worth of hogs ~~xxxxx~~ during that time, my son hauled out over $100.00 one year during the time, I sold Bond some walnut timber, the amount I do not remember but it is on the exhibit filed with my other deposition, my pension I think was $72.00 per year, and I asold Ritchie some $70.00 worth of timber, I think this item is also on said exhibit, also I always had some corn to sell every year.

I think I sold the hogs to Bill Crockett, I don't think this ~~xxxx~~ is on the book filed as exhibit.

Ques. 33. During that time did you not pay out the following items: $115.00 on a house in Shawanee, something like a hundred dollars for sawing, $18.00 for paint and painting, $60.00 for a wagon, $12.00 to Gr eene Fry for work on your house, $35.00 for a colt, $100.00 or something like that for a doctor bill, $50.00 or thereabouts for lawyers fees ?

Ans. $114.00 I did pay on the house and lot at Shawanee; I paid out $80.00 or $84.00 for sawing; that item is on the book; I bought some paint, but I do not recollect what it cost; I bought the wagon at Knoxville, and hauled ties and paid ~~xxx~~ for it in that way ; I don't remember what I apid Green Fry, but think it was $10.00; if I bought a colt during the time I don't remember, all the colt have bought latey was ~~yrol~~ that I have now that id 10 years old ; I don't know about the doctor bill, some yaers I have to apy out a good deal for doctor bills and some I don't have to pay out hardly any, during that time, I do not remember; I p;id my lawyers fees after I bought Amanda out.

Ques. 34. Do you not recollect Jack Brooks paying you some money for Amanda for the cow sold to Abram Carmack ?

Ans. No, Sir, I remember nothing of it.

Ques. 35. How much lard did W. M. Yeary have on hands when he died, did not Amanda bring it to your house and did you not take 4 or 5 50 lb. cans of it to Knoxville, and put into the purchase of goods for the store ?

Ans. If he had any lard at all, I don't know it, I don't remember of him having any lard. I have no recollection of taking a pound of his lard to~~xxx~~ Knoxville.

---And further this deponent saith not.

G. A. Estep

G.W.SUTTON another witness being duly sworn deposes and says:

Ques. 1. State how near you live to Amanda Clarkson and G.A.Estep

Ans I live in about a quarter of a mile of Amanda,and about three quar ters from G.A.Estep.I have lived there about 11 years, I have known Amanda since she was a child, I knew her first huaband in his lifetimd

Ques.2.

Ques. 3. Do you know about the amount of means and property the said A Amanda owned of her own after the death of her husband,if so state of what it consisted and the value of it?

Ans. She owned two horses a wagon , a cow,a few hogs not many,she had some household and kitchen furniture,that is all that I remember, she s sold one of the horses for $50.00 the other for $55.00,she did not sell her wagon it was worth $20.00,she did not sell her houshold and kitch en furniture,if she did I do not know it, it was worth $50.00, the cow was worth $20.00 $25.00, she swapped that cow for a horse.

Ques.4. If she had sold all the property she had,including $100.00 worth of goods in the store,could she have realized enough out of the proceed to have paid to John Brown $233.00 $102.50 to her father $8.00 for a sa saw bill bought a half interest in a house in Shawanee worth a horse and built a house on her land at a cost of about $70.00.

A

Ans. No Sir.

Ques.5. Please state whether or not you ever had any conve ersation wit John Brown in relation to the payment of the land notes du due him from W.M.Yeary,if so state what he said about it.

The foregoing question and any answer thereto is objected to,because if intended as original evidence it is only hearsay and is inadmissible if intended as a contradiction of John Brown no foundation is laid for it,and it is inadmissible for that purpose.

Duncan for Plffs.

Ques.5. I did have a conversation with him,in his own house some two or three months ago. We got to talking about Amanda and G.A.Estep's law suit,he said they had better drop it and let it go,I said yes,he then said G.A.Estep was the man that had been paying him for said land.

Ques.6. You state Amanda traded a cow to a horse,with whom did she make the trade, and how did shepay the remainder?

Ans. She traded with Crawford a cow towards the horse and I do not know how she paid the balance,I was at Bill Browns or rather at Crawfords who lived near Browns,and I saw him bring some coffe a pr. of shoes for his boy,and some meat, which he Crawford said he got at Esteps store.

The latter part of this question is ob jected to because hearsay.

Duncan for Plffs.

Cross-Examined.

Ques. 1. Where does Crawford libve now?

Ans. I don't know, in Tenn. or Ky. I think.

Ques. 2. Were you present when Amanda and him traded, and what was the price she paid for the horse and at what price did the cow go in?

Ans. I was not present, I do not know what price was allowed for the cow, or what amount she paid for the horse.

Ques. 3. What kind of a cow was it she traded for that horse.

Ans. I don't know, what color, or her age.

Ques. 4. What year was it she made that trade ?

Ans. I don't remember, but was some six or seven years ago.

Ques. 5. How long was it before she left Estep's ?

Ans. I recon she made the trade some 3 or 4 years before she left, xxxd I don't recollect, it may not have been over x two or three.

Ques. 6 Did she not sell a cow to Abram Carmack ?

If she did I don't know it.

Ques. 7. What was that horse she bought from Crawford reasonably worth.

Ans. $60.00 or $65.00.

Ques. 8. She traded him in to the house or house and lot at Shawanee.

Ques. 9. Were you present at the sale of W. M. Yeary ?

Ans . Yes.

Ques. 10. Did not Amanda on thta day have her stove sold ?

Ans. I do not know.

Ques. 11. Now, you state that if Amanda had sold all her property she could not have paid John Brown $233.00, her father $101.50, a saw bill of $8.00, and the Shawanee house and lot of the value of a horse, and built a house on her land at the cost of about $70.00. Now, if you add these sums together and take from it $90.00 in nootes turned over to he her by her father, then would not her property have more than paid the sums mentioned ? Especially when her father paid her $133.00 for her interest in the store?
Ans.
Ans. The stock would not have paid it, I do not know what else she had, I mean I do not know what money she had.

Ques. 12. If the facts I have assumed are true then the property she owned including the notes and whatbher ex father paid her for her interest in the store, would have paid said debts would it not ?

Ans. I have not figured on it, but I don't believe it would.

Ques. 13. How long did Amanda and her father conduct that business ?

Ans. I do not recollect, but think it was something like two years.

Ques. 14. Did they sell a good many goods during the time ?

Ans. No, their capital was small, but they done well with what they had

----And further this deponent saith not.

his
J. W. + Sutlaine.
mark

It is admitted and agreed that all the foregoing witnesses were sworn to their depositions. Feb 6th 1897.

Orr + Blankenship attys for G. A. Estep.
C. T. Duncan atty for Pltff.

Francis J. Nicholson, Ex

vs. } Depositions.

G. A. Estep, Admr

$6 00

N. P. Fee $5 00

paid by G. A. Estep.

Amanda J. Clarkson, et al., Plaintiffs.

Against-----(--- In Chancery. (Circuit Court of Lee County, Virginia.)

G. A. Estep, Administrator, Defendant.

The depositions of John Brown, H. C. Clarkson

Amanda J. Clarkson & T. C. Brown,

taken before me, H. C. T. Richmond, a Notary Public in and for the County of Lee in the State of Virginia, by agreement at the house of John Brown, near Ewing, Virginia, to be read on behalf of the Plaintiffs by the Commissioner in stating and settling the matters and things involved in the above styled cause, on this the 4th day of February 1897.

Present: Amanda J. Clarkson, ~~xxxxx~~ and C. T. Duncan her attorney; G. A. Estep, and George W. Blankenship, of counsel for the defendant.

Said John Brown being sworn & testified

Question by Attorney for Plaintiffs.

(1) Did you sell to William Yeary in his life time a tract or parcel of land, if so, at what price, and state whether or not he paid you down or executed notes to you for the purchse pri ce ?

Ans. I did sell him a tract of land containing 55 acres, at the price of $340.00, he executed notes for the purchase money.

Ques. 2. Who paid you said notes ?

Ans. I think Mr. Yeary paid one of them off before he died, I think it amounted to ~~$07x00~~ $107.00. The next note, that was paid, Amanda J. Clarkson, I think went and lifted a note I owed William Estep; ~~xxxxxxxx~~ the next note was paid me in the store down there, I mean the store of Amanda and G. A. Estep.

Ques. 3. Who did you make the arrangement with to get the goods out of the store in payment of said note ?

Ans. I made it with Amanda, and her father G. A. Estep was in the store with her at the time.

Ques. 4. Did you get all the goods at once ? or at different times ?

Ans. I got them at different times, sometimes lifted goods myself and sometimes gave orders.

Ques. 5. To whom were the goods charged on the books at the time you got them ?

Ans. They were charged to me , I recon.

Ques. 6. With whom did you make settlement of the matter of the goods and note ?

Ans. I made settlement with G. A. Estep; I was sick and he came up to my house and we made the sttlement. And I delivered up the note to him at the time which I held on W. M. Yeary for the land. He had the store book with him and we made the settlement from it. My account was larger then the note and I gave my note for the overplus.

Ques. 7. Had you conveyed the land to W. M. Yeary before his death, if not , to whom did you convey it, and who got you to do so?

Ans. I had not conveyed the land to W. M. Yeary before his death. I made the deed to Amanda. G. A. Estep came up here, and the best I can recollect about it, Granville said he brought the deed with him, I think, and I signed it in the presence of Dow Fulkerson.

Ques. 8. At the time you and Mr. Estep settled, or rather at the time you surrendered up the notes, did you give receipts against them, or were the receipts given afterwards ?

Ans. I can not recollect; it seems to me like on the first one I gave a receipt, which was the one given on the Wm. Estep note. I think I gave a receipt to G. A. Estep here that day.

Ques.

--- Cross-examined ---

Ques.1.Who got Mr.Fulkerson to come here and take the acknowledgement to the deed from you to Amanda Yeary?.

Ans. I do not know whether it was Granville Estep,or Bishop Nevels,Mr Nevels had a deed made the same day and they all met here.

Ques.2.Who was present when said deed was acknowledged?

Ans. My recolection is that Bishop Nevels Granville Estep,William Brown L.D.Fulkerson and myself,if there were any others I do not remember it.

Ques.3. Did not Mr.Fulkerson here on that day write the deed you made to Amanda?

Ans. He may have done so,I do not remember,I know he was writing some here that day.

Ques.4. I now hand you two receipts dated January the first 1890,and Ju June the 4th 1890,respectively,Please state whether or not you executed

the

the same,and if you answer you did, please file them with your deposition?

Ans. The receipts which you show me are in my hadwriting and I file the same marked 15 & 16.

Ques. Did you or not also on the 12th day of June 1896,before M.C.Brook a justice of the peace of this county make oath that G.A.Estep as Administrator of William Yeary deceased,that the two notes remaining unpaid by said Yeary at the time of his death,was paid off to you in full by said said Estep as Administrator of said estate,and if you answer yo you did,and if said oath or affidavit is in writing and is the paper I now hand you,please file it as a part of your deposition?

The above question and any answer thereto as evidence is objected to because said proceeding of said affidavit was exparte,and said affidavt is itsself the best evidence of what it contains.

Duncan for Plffs.

Ans. I did make oath before M.C.Brooks that I held two such notes,and I also made oath that they were paid off by Estep,said affidavit is in writing and I file the same as requested marked 17.

Ques.6. Did or not G.A.Estep at the time you gave him a receipt for the first note,tell you that he had given up to Amanda,her sale note, and is not that a fact,and is not that the reason you executed the r receipt to said Administrator.

Ans. Yes sir that is right.

Ques.7. In making payment on said land notes,by the said G.A.Estep to you,did he not pay for you in cash,at Knoxville Tenn.the sum of $22.95?

Ans. I guess he did ,I owed some there on a wagon and he paid it for me.

Ques.8.Did not the said G.A.Estep at other times,in making payment to you of said land notes,pay you small amounts in cash.

Ans. If he did I do not remember it.

Ques.9. State whether or not you know anything about the amount of means,the said Amanda had of her own,after the death of her husband the said W.M.Yeary?

Ans. I do not know exactly she had some, I think she had two horses and

a wagon , some house plunder,a cow or so and a few hogs,this is all I remember.

Ques. 10. Did she or not have sufficient means of her own to pay to you two hundred and thirty three dollars,and the sale note to her father as Admr. of her husbands estate,amounting to $101.50, $8.00 for a saw bill and a half interest in a house and lot at Shawanee,worth a horse,and bu build a house on her land at a cost of about $70.00,and at the same tim support her self and child?

Ans. I do not believe she did.

Que.11. State whether or not you are acquainted with William R.Brown

Ans. I am.

Ques.12 . State whether or not he told you here at your house or anywhe where in this vicinity,since G.A.Estep,administered on the estate of W.M.Yeary deceased,that he intended to make or have,Amanda to sue her father and break him up,or make it cost him a large sum of money,or wo words to that effect.

Objected to because immaterial,if offered as orig inal evidence,and because if intended either as impeachinment of Willim R.Brown or to show his interest in the suit,no foundation was laid for the question

Duncan for Plff.

Ans. He came here one day to my house,I was out there in my garden and he said to me that G.A.Estep had warranted him and that he would make that warrant cost him $300.00,I asked him how he would do it,he sa said he intended to make Amanda sue him and make it cost him three hun dred dollars or something that way,I told him to let that alone.

Re-Examined.

Ques. 1. When was it William R. Brown had that conversation with you?

Ans. Some time last Spring or Summer, as I now remember.

Ques. 2. At the time you made the affidavit before Books spoken of above by you, who was present ? Was Amanda Clarkson present, and how come you to make said affidavit ?

Ans. G. A. Estep, Brooks and myself, we went up into the field where Brooks was plowing. G. A. Estep and myself were at his store and we

went from there to Brook's . I went at his request.

Ques. 3. You state in answer to question 10, propounded to you on your cross-examination that you do not believe that Amanda had means ~~xxxxxx~~ sufficient to pay you the $233.00, her sale note to her father, the $8. saw bill, and for a half interest for a house and lot at Shawanee, ~~xxxx~~ and to pay out $70.00 on her own house; now, what was the two horses and wagon worth, which she had, the cow, the hogs, and her household and kitchen furniture kept by her at the time of the death of her husband ?

Ans. I think one was a blind horse, and he had run a wagon a good while before Mr. Yeary died, I think she sold one of the horses for $50.. and the other as I understand for $55.00, and I think the wagon was ~~xxx~~ about one-half worn and worth about $30.00; the cow was worth $15.00 or $20.00, I do not know what the household and kitchen furniture was worth.

Ques. 4. What would have been the fair rental value per year of her land ?

Ans. I think $25.00 cash would have been a fair rental value.

Ques. 5. Do you know of her selling any oats and potatoes, if so, state ~~xx~~ what you know about it?

Ans. I have heard her talk about selling some oats and potatoes, but ~~xx~~ know nothing of it myself.

Ques. 6. During the time she was making these payments were not she and her father merchandising, and did she not principally attend to the business, ~~xx~~ and did not that business appear to be profitable ?

Ans. She and her father were merchandising, and she principally attended to the selling of the goods and her father the hauling, and when her father was there he would attend to the store, I would think the business of the store was pretty good at that time as the railroad was being built.

Ques. 7. ~~Xxxxxxx~~ If you remember, please state for how much you gave your note to Mr. Estep, when you settled your store account?

Ans.

I think it was twenty odd dollars , that is the best I can now remember.

Ques. 8. Do you think that note was equal in amount to what he paid in Knoxvill for you ?

Ans. Right close to the best of my recollection.

Ques. 9. Who did you understand was paying you for the land, Amanda or her father, as Admr. of her husbads estate?

Ans. I understood it to be Amanda, that was what I was dealing on, I expected that debt to pay mine.

Ques. Why did you make the deed for said land to Amanda?

Ans. I thought she was the proper one, ~~hRe-UrcbanExmaindad~~.
Ques.
State if you know to whom the amount of your store account was charged to and accounted for, whether Amanda or her father?

Ans. I do not know.

Ques. 2. Are the receipts executed by you to G.A.Estep and filed with your deposition correct and proper, if not why would you execute and deliver an improper receipt.

Ans. I cant say for certain to the best of my knowledge they are, I would not have given an improper receipt if I had known it, if I had not not thought they were correct I would not have made oath to that effect

---- And further this deponent saith not.

John Brown

H. C. Clarkson, being duly sworn deposes and says:-

Ques. 1. If you ever had any conversation with G. A. Estep in reference to who paid for the land bought by W. M. Yeary from John Brown, please state what he said about it, tell how the conversation come up and all about it.

Ans. I was down there one day last Spring, and shoeing my mare, and he ~~xxxxxxx~~ he said he heard that Amanda was going to law him about the goods, and I told him what I had heard her say, and he got to telling me then what had went with her part of the goods, he said when he bought her out he went and lifted a note of the old man Estep for something over a hundred dollars, and he said she had paid the old man Brown some out of the store.
Ques. 2. Did he tell you how much or about how much she had paid Mr. Brown out of the store?

Ans. He said something over $100.00.

Cross-Examined.
Ques. 1. State what relation you are to Amanda J. Clarkson ?

Ans. She is my wife.
Ques. 2. Is it not a fact Mr. Clarkson that you are responsible for the litigation between your wife nad her father, and have you not had her to sue him thinking that she could get some money out of him for ~~yu~~ you to handle?

Ans. It is not I tried to get her not to do it on the start.

----And further this deponent saith not.

H. C. Clarkson

Witness claims 1 day 5'd c-

Amanda J.Estep being recalled deposes and says:

Ques. 1. Please state from whom you got the cow sold to Abram Carmack for $20.00,which you turned over to your father as stated in your for mer deposition.

Ans. I got her from John Estep towards the price of the horse I sold him,

Ques. 2. What price did you pay Crawford for the horse you got from him and how did you pay it?

Ans. I paid him $50.00 , I let him have a cow at $25.00, a pistol at $ 5.00, a fat hog at $10.00,I paid him $10.00 in money.

Ques. How much lard did your husband have on hand at the time of his death kept by you,what did you do with it,and if your father took any of it to Knoxville and sold it please state how much?

Ans. He had 4 fifty pound cans,and a stove boiler full,my father the day before the sale put it up in the loft and would not let it be sold I moved it to his house when I went there, and my father afterwards took the 4 cans and I kept the stove boiler full and used there.

Ques. Did he tell you the price at which he sold it,if so state the price he said he got for it

Ans. He never told me what he got for it, lard I think was then worth a about ten cents per pound.or perhaps 11.
And further this deponent saith not.

Amanda J Clarkson

W.R.Brown being recalled deposes as follows:

Ques.1. Do you know anything about the lard had on hand by,W.M.Yeary at the time of his death,if so state what become of it?

Ans. I do I helped G.A.Estep's son John take it down out of the smoke house and put in a wagon and he took it towards G.A.Estep's,this is all I know about it. There was four cans,this is all I recolect.

Cross-Examined.

Ques. 1. To whom did you first tell about this lard ?

Ans. I don't recollect who.

Ques. 2. When did you tell Amand a you knew about it.

Ans. I told Amanda as we were cooming from Jonesville, Virginia.

Ques. 3. How come you to tell her about it them ?

Ans. She named about it first.

Ques. 4. Was this before or after you told your father that you was going to have Amanda to sue her father and break him up or cost him a large amount of money, after you got mad at him because he had warranted you on a just debt that you did not want to pay

Ans. I did not tell my father that.

----And further this deponent saith not.

W R Brown

It is agreed ~~that the~~ all the foregoing witnesses were properly sworn to their depositions Feb 6th 1897.

Orr & Bankenship Attys
for L. A. Easterly.
C. T. Duncan Atty
for Plaintiffs

Amanda J. Clarkson et al
vs
L. A. Easterly et al
Depositions
Filed Feb 6 1897

Lee Circuit Court.

Commissioners Office
Jonesville Va
February 9th 1897.

Amanda J. Clarkson Pltff
vs } In Chancery
W. A. Estep Admrx Deft

To the Hon. W. T. Miller
Judge of the Circuit Court for Lee County Va.

Your undersigned Comr. respectfully reports that in obedience to the directions of a decree entered in the above styled cause on the 10th day of November 1896, I gave the parties in interest and their attorneys reasonable notice that I would, at the Law office of Duncan & Hyatt in the town of Jonesville Va on the 25th day of January 1897, proceed to perform the duties assigned me in said decree.

The parties and their attorneys promptly assembled on the time and at the place mentioned, but for the convenience of some of the parties we repaired to the law office of Orr & Blackburn where the depositions herein filed marked 'C & D' were taken

On the 26 & 27 days of January 1892, on which last day an adjournment of the further taking of depositions in this case was by an agreement between the parties, had and made until the 1st day of February 1892 at Lafayette Brown's near Spring Lee County Va. Upon Doctor account of sickness did not attend the taking of said last depositions. The case was however subsequently taken before Dr. L. T. Graham and Dr. A. J. S. and are herewith filed marked Dr. A "L".

These depositions are lengthy and as will be noted by Dr. Dr. differ widely by the witnesses on nearly every point, I have read and re-read every line thereof and studied themselves and I must confess that I find but little in them to enable me to arrive at any thing like definite conclusions as to an honest and fair adjustment of the matters of dispute between the parties.

No light is given me either by the attorneys who each side before me their briefs, claiming that the burden of proof falls on both sides, and from what I can gather or distinguish from the evidence it is about equal, but entirely exhaustive.

I find however from the evidence before me to charge said Adams with $12.50 received by him and a credit on Jacob D. Geary's note of $65.00 executed to him by his son M. M. Geary, in his life time.

This sum was hedged from the sale of a lease of land sold to said Jacob D. Geary, and the Adams had received credit for the $65.00 note and not charged himself with the $12.50. I also disallow vouchers 12 in his settlement because [illegible] proves the paid this order amounting to $7.71 to Adam C. Geary and no receipt appears on said voucher as to who paid the account, nor does the

Admr. [illegible] Estate show any conclusive evidence that he paid said voucher.

The main point of dispute between these parties are over the payments to John Brown of vouchers Nos 15 & 16.

In the former statement of the Administration account of [illegible] Estate he produced before me two receipts signed by John Brown one for $100.00 dated Dec 1st 1890 the other for $141.30 dated [illegible] and as is claimed by Judge Dunn neither of these receipts properly describe the notes held by John Brown against said [illegible] Jeans for land. The receipts were supported by the affidavits of John Brown & Jacob [illegible] father of [illegible] Jeans. The notes were not shown me at the time of stating or making the exparte settlement. I have carefully reviewed all the proofs and circumstances bearing on this point and have concluded it just to give the claimant with

on account of voucher No 15 for $106.50 the amount of the note and its interest to the time of receipt January 1st 1890. It is shown by the evidence that this payment was made by Amanda J. giving her note with her father as security to Mrs Estes for a note he held on John Brown but it is also shown that G. A. Estes gave Amanda J. credit for this sum on her sale note and afterwards settled this Mrs. Estes note in payment of goods purchased from said Amanda. She however proves by her own deposition a different settlement, if the burden of proof is on her he has the advantage if not this question of fact must be answered. As to voucher No 16. The receipt is several dollars above the amount of the note & int at date of receipt and it is also shown by all that with the exception of $22.75 and an cash on hand at Knoxville by G. A. Estes, the balance was paid in goods from a partnership

to belongings to C. A. Eastman and
his daughter Amanda. Hence
I have concluded it just to
order allow him credit for the
cash payment $22.95 and for $57.35
and that the balance paid in goods
from the store total $73.30 instead
of $141.31. Several reasons offered
why these receipts of Johnson
represented more than the amounts
due on the notes. it is admitted
and stated by all that no
settlement for that had been made
paid. Hence this receipts larger
than amount of his notes, this
is no more than frequently
takes place with such people
unacquainted to business transactions.
I have prepared and file
therewith a statement marked
"A" showing my view of this
account which as will be
observed shows an overpayment
by the Admr. of $22.67.
It also shows that (the minor)
Amanda A. Johnson has been
never paid the sum of $2.00
as of January 22nd 1890

and that there should have been paid to Laura Geary the sole heir of M. M. Geary or to her representative $44.87. which when done the Admr has properly accounted for his liability.

At the request of Mr. Dunn in this brief I append and file therewith a statement marked "D" representing his view of this account which shows the sum of $240.70 in his hands as admr of the Estate of M. M. Geary deceased of which sum the Pltf in this cause Amanda L. Livingston is entitled to $22.32 and Laura Geary the infant of said M. M. Geary is due the sum of $224.06 bearing interest from the 22 January 1890 till paid the item of $224.06 should bear compound interest as it belongs to an infant.

I also deem it just to file therewith statement C which shows the claim of the defendant allowing him fees & costs from

all vouchers sought to be set up by him, which shows an overpayment by him of $96.72 as of January 22d 1870.

It may not be improper for me to call your Honors attention to the fact that the deed made by John Brown to Amanda L. Blackstone was never taken to land, sold by him to W. H. Young was improperly made and as the infant Lucia Brown is a plaintiff in this case seeking her rights, it might cause future litigation for her rights to said land, properly adjusted. Respectfully, your obt. Servt.

J. C. Lafratt
Sheriff.

1890 Statement "Y"

Jany. 22nd	To this amt. Bank Bill "A"		$431.20
	" " " Amt notes Inventory "B"		229.95
	" " " Int on notes		
	" " " Total charge		$660.15
1	By this amt paid Cullen & Newman	15.50	
2	" " " " J. M. McDougal & Co	15.65	

Amanda Clarison
Lawrence
Report

[illegible]

Filed Feby 10th 1897
A B Minney Clerk

Correct [illegible]

Statement "A"

1890

Jany. 22	To this amt. unit sale Bill "A" due Jany. 23/1890		$430.20
	" " " Principal " Inventory "B"		229.95
	" " " Received from accounts		70.00
	" " " " " Sale of lease		12.50
	" " " Interest on notes to Jany. 22 1890		17.79
	" " " Total Charges		$760.44
1	By this amt. paid Cullen & Newman	15.50	
2	" " " " C. M. McClung & Co	15.65	
3	" " " " John Brooks Admr & c	101.75	
4	" " " " James [illegible]	10.80	
5	" " " " McNulty & Borches	24.74	
6	" " " " Jacob [illegible]	65.00	
7	" " " " L. D. Morgan	1.00	
8	" " " " Dr. J. D. Morgan	12.00	
9	" " " " [illegible]	[illegible]	
10	" " " " H. C. [illegible] note	13.73	
11	" " " " Dr. A. M. [illegible]	3.08	
12	" " " " Garrett Gilpin	1.00	
14	" " " " L. D. [illegible]	1.50	
15	" " " John Brooks 1st note	106.50	
16	" " " " " on 2nd note "A.Z."	72.30	
17	" " " taxes for 1888	2.25	
18	" " " [illegible] & Co.	56.[illegible]	
19	" " " [illegible]	21.65	
20	" " " " [illegible] note	[illegible]	
21	" " " " notes turned over to widow now Amanda J. Clapstine	70.00	
	Amount [illegible]	$ [illegible]	$760.44

allowed 12 not

1890	To this sum debits brought over		$760.44
Jany. 22nd	By " " Credits " "	$666.12	
22	" " " paid for settlement	5.00	
23	" " " recording "	2.00	
24	" " " " J.M. Green & Co.	38.80	
	By 10% Ex. on $711.92 disbursed	71.19	
	This sum overpaid to square		22.67
		$781.11	$782.11

Amount disbursed to widow	90.00	
By " overpaid	22.67	
True sum for distribution	$67.33	
One third due widow	$22.44	
Amount paid her		$90.00
" Should have been paid her		22.44
Over paid her this sum		$67.56
Amount due the heir $44.89		

1890

Statement "E"

	To this sum total Vouchers		$760.	44
Jany 22	By " " " undisputed vouchers	493.	32	
	" 5% Com on $403.32 disbursed	20	16	
	This sum in Admrs hands to square	246.	96	$760. 44

This sum for distribution		$246. 96
" " paid widow		90.00
" " for distribution	Total	$336. 96
One Third going to widow	Total	$112. 32
Amount turned over to her		90 00
" still due her		$22. 32
" due the heir Laura		$224. 64
Equal amt due	$246. 96	

Attachment
2

Statement C

1890	To this amount Total Charges			$760.44
January 22	By this amount drawn vouchers	$192.30		
	" " " vouchers No 14	7	70	
	" " " " " 15	100	00	
	" " " " " 16	141	20	
	" " " " " 24	38	80	
	By 10% Cash on $760 " credit	76	00	
	This amount overpaid to wrong			$96.74
		$857.16		$857.16

3 Statement

0

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 405

Commissioner's Office,

Lee July 6th 1896

To the County Court of Lee *County:*

Your Commissioner reports to the Court, that on the 6th day of July 1896, G. A. Estep Administrator of the Estate of W. M. Yeary dec'd, exhibited before your Commissioner a statement of all the money which he, the said G. A. Estep, had received or become chargeable with or disbursed within the time of his Administration down to Jany 22nd 1890, together with the vouchers of such disbursements; that the Commissioner embraced the said G. A. Estep in the list of fiduciaries, whose accounts were before him for settlement, which was posted at the front door of the court-house of said county, on the first day June Court last, and on the date of this report (ten days having since elapsed) has made up and completed the foregoing account of the said G. A. Estep Admr. of the Estate of W. M. Yeary dec'd, and on the 22 day of January 1890, find~~s a balance of $ due~~ he has overpaid his liability the sum of ~~of which sum~~ $ 107.97 ~~is interest~~. The account is supported by satisfactory vouchers, and is herewith returned.

Your Commissioner further reports to the Court that the bond given by the said Estep as such Admr is in a sufficient penalty and with sufficient sureties, and is such as the law requires, This fiduciary placed his papers before a Comm. of accts some time in the year 1890 & thought until recently that his account had long since been settled

Given under my hand, as Commissioner of Accounts of the said Court, on the day and year first aforesaid.

J. A. G. Dysart
Comm. accts.

G. A. Estep Admr
of W. M. Geary
Settlement
Bond

with { of his
ACCOUNT.

J. A. L. Hyatt
Thos. H. Nichols

O B 399

Filed the 7th *day of* July
*189*6

G. A. Estep Administrator of the Estate of W. M. Yeary deceased.
To the creditors & distributees of said Estate Dr

1890 Jany. 22nd	To this sum ~~amount~~ Sale Bill "A"		$430.20
	" " " Received from Notes Inv. "B"		229.95
	" " " Interest on notes	$17.79	
	Total charges -	$17.79	$660.15
1	By this sum paid Cullen & Newman	$15.50	
2	" " " " C. M. McClung & Co	15.65	
3	" " " " John Brooks Admr & c	101.75	
4	" " " " James Yeary	10.80	
5	" " " " McNulty & Bonches	24.94	
6	" " " " Jacob S. Yeary	65.00	
7	" " " " L. D. Morgan	1.00	
8	" " " " Dr. J. D. Morgan	12.00	
9	" " " " J. R. Gibson & Co's	3.45	
10	" " " " W. L. Yeary note	13.73	
11	" " " " Dr. A. M. Pelouze	3.08	
12	" " " " A. C. Yeary balance	7.70	
13	" " " Garrett Gilpin	1.00	
14	" " " L. D. Fulkerson	1.50	
15	" " " John Brown land note	100.00	
16	" " " Same "	141.30	
17	" " " Taxes for 1888	2.25	
18	" " " McSeers & Co	56.52	
19	" " " George & Dismukes	20.65	
	amounts forward	$17.79 but $597.82	$660.15

1890.	To this sum debits brought over		$660.15
Jany. 22	" " " amt received from acct's pay.		70.00
	" " " Interest brought over		17.79
	" " " Total Debits - - - - -		$747.94
	By Credits brought over	$597.82	
20	By this sum paid William Estep not	47.50	
21	" " " turned over to Widow	90.00	
22	" " " paid for settlement	5.00	
23	" " " " " recording "	2.00	
24	" " " " J. M. Greer & Co	38.80	
	" 10% Com. on $747.94 Receipts	74.79	
	This sum overpaid to square		107.97
		$855.91	$855.91

Statement

We the undersigned appraisers appointed to appraise the property of W. M. Jenny deceased, appraised the following ~~the~~ Property viz

1	Lot of Goods		$130.00
125	lbs Dried fruit	2cts pr lb	
1	White Heifer		7.00
1	" "		7.00
1	" "		6.00
1	Red "		6.00
1	" "		3.00
2	White Calves		12.00
4	Sows & 4 Pigs Each	5.00	20.00
6	Shoats	2.00	12.00
2	"	2.00	4.00
2	Stack Fodder	3.00	6.00
1	" Top Fodder		3.00
1	" "		3.00
1	" "		2.50
1	Lot Short Corn		14.50
134	Bushels Corn	40cts	
1	Pen Corn Husks		2.00
802	lbs Bacon	8cts	
21½	Bushels Oats	30cts	
1	X Saw		1.00
1	Scythe & Cradle		1.00
1	Saddle		75

L. D. Hutcheson
J. P. Campbell
John T. Brooks

The following is a list of Personal property belonging to the Estate of W. M. Young sold by J. J. Cottle Administrator of said Estate at a public sale Jan. 22nd 1889.

1	White Heifer	J. H. Chadwell	$ 8.50
1	" "	C. Lillard	7.75
1	Red "	[illegible]	8.00
1	White "	Sam Caldwell	8.20
2	Steer Calves	Jacob Pittman	15.00
1	Red Colt	W. C. Bird	[illegible]
6	Hogs	John Gray	17.00
1	Sow & 7 Pigs	Geo Rowland	5.60
1	" " 4 "	Peter Brown	6.75
1	" " 2 "	H. H. Chadwell	5.25
1	" " 3 "	Wm Snowden	6.15
2	Hogs	W. C. Bird	6.00
25	Bushels Corn	Jacob Gray 55¢	13.75
19	" Remainder "	Dr. Sanie 52¢	9.88
14 3/4	Bushels Shucks	" Hiram Hardin 20¢	2.95
20	" Good Corn	Jacob Gray 53¢	10.60
20	" " "	James Pollard 53¢	10.60
20	" " "	Pryor Coon 51¢	10.30
36	" " "	Allen Burton 56¢	20.16
1	Lot Shucks	Geo Estep	1.75
1	" " "	Armand Gray	1.50
1	" " "	James Estep	1.96
1	Pen Corn	Hiram Wm Brown	1.76
1	Stack Fodder	John Estep	3.10
1	" "	James Estep	1.50
1	" "	Wm Brown	2.10
1	" Lot "	James Estep	1.75
		Total	$192.86

		Brot Forward		192.86
1	Stack Fodder	Wm Brown		3 00
1	" "	B. McCall		2 70
78½ lbs	Bacon	John Ross	8⅓ cts	6 54
109 "	Bacon	Same	8⅓	9 08
86 "	Bacon	Same	8⅓	7 17
96½ "	Bacon	Joseph Perry	8½	8 20
88 "	Bacon	John Dunn	8⅓	7 33
106½ "	Bacon	J. H. Chadwell	9	9 58
117¾ "	Bacon	Geo Brown	10	11 77
66 "	Bacon	Thos Carr	9½	6 27
44 "	Bacon	Wm Cornwell	9¼	4 07
6½ Bushels	Oats	John Wires	40 cts	2 60
15 "	"	Geo Rowland	37	5 15
1	Saddle & bridle	Wm Brown		1 15
1	Cows hide	L. L. Hallman		1 40
100 lbs	Beef	Hiram Records		2 05
100 "	"	Same		2 05
100 "	"	W. C. Bird		2 25
100 "	"	John L. Brooks		2 20
100 "	"	W. C. Bird		2 15
100 "	"	Joseph Inscoe		2 25
100 "	"	John H. Chadwell		2 30
120 "	"	Joseph Inscoe		2 45
100 "	"	W. C. Williams		2 15
335	The remainder to S. Robinson at 2.05 per			6 87
1	Lot of Goods assorted			100 00
	178 Chickens Steel beam		13¼	23 58
1	Saddle	W. E. Geary		98
				430.20

[illegible] the twenty [illegible] day of [illegible]
[illegible] my date [illegible] of the [illegible]
[illegible], [illegible], [illegible] deed, was this day
[illegible] [illegible] [illegible] and admitted
to record

[illegible]

A.

Inventory of Notes turned over to me as Admr. of the Estate of M. M. Yeary

Note on John F. Chadwell Due Nov. 15 1888.		$100.00
Int thereon to Jany. 22 1890.	$ 7.10	
Note on Jacob Brown May 28 1887		5.50
Int thereon to Jany 22 1890	.88	
Note on Sterling Campbell May 21 1888,		8.50
Int to January 22 1890	.85	
Note on J. F. Chadwell Sept 1 1888		20.00
Int. to Jany 22 1890	1.67	
Note on L. H. Sutton Jany. 18 1889		2.75
Int to Jany 22 1890	.16	
Note on Wm Estep Jr Jany. 22 1889		1.28
Int to Jany 22 1890	07	
Note on W. R. Bevis Jany 22 1889		7.27
Int to Jany 22 1890	43	
Note on Uriah Yeary Oct 23 1888		9.30
Int to Jany 22 1890	69	
	$11.85	$154.60
Note on Pryer Dean Oct 20 1888 (Int 1.46)		12.20
Bal " " M. M. Deery Dec. 26 1887. "	.36	2.60
" Note on Lewis Wilbourns Oct 7 1888		8.00
" " Elias Lifford " 19 1888 "	1.96	16.40
" " James R. Lundy Dec. 30 1888 "	1.36	26.15
" " C. T. Lannon Jany 22 1889	60.	10.00
Total Inventory	$17.79	$229.95

G. A. Estep Admr

Inventory
B.

6,82
8,47
[illegible]
16,92
16,27
$67,40 for hogs
~~7771~~

for hogs

$67,40 for hogs

for [illegible]

loving feathers,
and the rest
village houses,
w this heat.
growing turmoil
oical, high and rear,
the Captain
topped the heat,

gave a sign;
itan stood still,
e sang sweetly
el! God wills!
e the highest,
good will to men!
a Savior —
d. Amen!"

Mich 20 1859

Received from S. L. Estep Administrator

on W.M. Jeary Fifteen — — — — — — — 00/100 Dollars,

in full of account

$ 15.00/100

Cutler & Newman

Per Stimson

5 M. 11, '88.
Book No. ..... Page . . . . . .

INTEREST AFTER MATURITY

Knoxville, Tenn., April 23 1887

Mr W. M. Yeary Bales Mills Lee Co Va

Bought of CULLEN & NEWMAN,

Sole Proprietors —OF— Dr. C. C. ROC'S Medicines.

IMPORTERS AND WHOLESALE DEALERS IN

China, Glass, Queensware, Lamps, Fruit Jars and Fancy Goods.

N. B. { No allowance for breakage. We have experienced Packers. Goods are shipped and receipts taken in good order, after which they are at the risk of the purchaser.

Terms: .....

PAYABLE IN NEW YORK EXCHANGE OR CURRENCY, BY MONEY ORDER OR EXPRESS, CHARGES PREPAID.

NO AGENTS ALLOWED TO COLLECT MONEY OR SETTLE BILLS, EXCEPT BY OUR WRITTEN AUTHORITY.

1	Jewell Walnut Clock		2 75
2	O. G. Clocks	2.35	4 70
2	Dandelion "	2.40	4 80
1	#545 Clock		2 75
		Package	50
			15 50

STATE OF TENNESSEE, COUNTY OF KNOX.

Personally appeared before the undersigned, a Notary Public in and for said County, duly commissioned and sworn G. L. Burdet *to me well known, and made oath in due form of law, that the within account against* W. M. Yeary deceased *amounting to* Fifteen and 50/100 *Dollars, is justly due* Cullen & Newman *of which firm he is* a bookkeeper *after the allowance of all credits to which the said* W. M. Yeary *is entitled as he verily believes.*

G. L. Burdet

Subscribed and sworn to before me this 23d *day of* April *1889*

[SEAL.]

Chas. Duclaux
Notary Public.

S. B. HEARNAN & CO., PRINT, KNOXVILLE.

(1)

Folio 1319

2-'96-5 M

MONTHLY STATEMENT.

KNOXVILLE, TENN., JUN 2 1896 189

Mr. W. M. Geary
Bales Mills, Va.

To C. M. McCLUNG & CO., Dr.

505-507-509 JACKSON STREET.

Died Dec. 16-1885 — J. A. Estep, Admr.

TERMS: ..... Days. Remittances must be Prepaid. Interest after Maturity.

1888			
	Balance,		
Nov. 1	Invoice Rendered,	1400	
1890 Apr. 2	Interest	65	
			1565
	Credits		
1889 Jany 11	Cash paid by J. S. Brown	500	
1890 Apr. 2	" " " J. P. Campbell	1065	
			1565

State of Tennessee County of Knox
Personally appeared before the undersigned a Notary Public in and for said County duly commissioned and sworn Frank E. Lowe to me well known and make oath in due form of law that the above statement of W. M. Geary Decd is correct and that payment was made in full as shown in statement to C. M. McClung & Co of which firm he is bookkeeper. Frank E. Lowe

Subscribed and sworn before me this June 2/96. W. A. Beck

HARDWARE.

$ 10.65 Knoxville, Tenn. 4 1 1890

Received of L. D. [illegible]

Ten

10.65 Dollars

which we apply on bill

Paid by L. Pitchfield 68 Dis.

Discount

C. H. McClung & Co.

No. 15832

By Gilbertie

Gast. JT.N.Y.B.S.F.

Folio 1319

MONTHLY STATEMENT.

KNOXVILLE, TENN., March 1 1889

W. M. Geary Dalis Mines Va

To C. M. McCLUNG & CO., Dr.

188 and 190 GAY STREET,

TERMS Remittances must be Prepaid. Interest after Maturity.

1889				
January 1	Balance,	14	97	
	Invoice Rendered,			
11 10	By Cash	5 00	9	97
	due			

Yet I can't showing you paid this
bill in full [illegible]

505 & 507 JACKSON STREET.

C. M. McCLUNG & CO.

JOBBERS OF

HARDWARE, BUGGIES, STOVES, TINWARE

KNOXVILLE, TENNESSEE

C. M. McCLUNG,
BRUCE KEENER,
C. J. McCLUNG JR.

C. M. McCLUNG & CO.
TRADE
CRANBERRY
CHEROKEE
CUMBERLAND
KNOXVILLE, TENNESSEE

DICTATED
L.

May 22nd, 1896.

Mr. G. A. Estep,

Ewing, Va.

Dear Sir:--Replying to your favor of the 19th inst., we beg to advise than on Dec. 16th, 1888, Mr. W. M. Yeary owed us for an invoice of Nov. 1st, 1888, $14.97.

Yours truly,

C. M. McCLUNG & CO.

WE GIVE SPECIAL ATTENTION TO ORDERS BY MAIL. WE WILL TAKE CARE OF YOU ON PRICES. KEEP OUR CATALOGUES BEFORE YOU.

(2)

Received of G. T. Estep administrator of W. A. Jones Estate one hundred and one dollars and seventy five cts in favor of G. M. Longworth as agent this June the 27, 1890

[illegible]

Virginia Lee County. To-wit:
On this the 1st day of July 1896
personally appeared before me
M. C. Brooks a justice of the
Peace for the state and County
aforesaid Amanda Clarkson
and made oath that she knew
that G. H. Longworth held one
note against the estate of W. M.
Cleary dec. for the sum of
$100.00 dollars and that the said
W. M. Cleary dec. executed the
same to said Longworth and
that the said note was unsatisfied
at the time of the decease of
W. M. Cleary. Given under my
hand this 1st day of July, 1896.
Justice of the Peace M. C. Brooks J.P.

Received of G. C. T. Easterly admr of
W. C. M. Yearys Estate for 1 Note 54.00
and 1 Cash deb bill 5.40 This feb. the 14th

James. Yeary.

[illegible]
[illegible] bill on
[illegible]

Virginia Lee County: To-wit:
P. M. C. Brooks a Justice of the Peace for the State and County aforesaid do certify that James Geary whose name is signed to the receipt hereto annexed personally appeared before me and made oath that he held one note and one cash due bill for the sum of $5.00 each against the estate of W. M. Geary dec'd which said note & due bill was executed to him by the said W. M. Geary and was paid and satisfied to him by G. A. Estep Admr of the estate of W. M. Geary dec'd
Given under my hand this 27th day of June 1896

M. C. Brooks J.P.

Justices fee = 25cts

Jacob Yeany duly swears before me that he knows of his own knowledge that James Yeany held the note & cash due bill for $5.40 Eirish as herein set out, and that the due bill was executed in his presence and he saw the note in his James Yeany hands

Given under my hand this June 4 1896

D. H. Hyatt Comr

McNULTY & BORCHES.

Kittanning, Penn., Pa. 11th 1889.

Received of [illegible]

Thirteen 95/100 Dollars,

on a/c

$13 95/100

McNULTY & BORCHES,

Per Dunlberg

McNULTY & BORCHES.

Knoxville, Tenn., [illegible] 11th 1887

Received of [illegible] J. C. E. [illegible] Adm'r of M. M. [illegible] on Estate [illegible]

Ten and 50/100 - - - - - - - - Dollars,

in full of [illegible]

$10 50/100

McNULTY & BORCHES,

Per [illegible]

[illegible] ex of est estate admr of
M. [illegible] Sparrows Estate [illegible] five
dollars [illegible] rec'd [illegible] against said
[illegible] Estate. This [illegible]
[illegible]

Statement

Ledger .....

Folio ..... Knoxville, Tenn., January 7 1896

M H McGeory Dr.

Boles Mills Va

McMurtry & BORCHES ~~& CO.~~

WHOLESALE GROCERS,

Terms *Interest at 6 per cent. after maturity.*

1888	*To Bal. per Statement.*	
	To Mdse. per Bill rendered.	24 45
	No	

Form 151.

Printed and Sold by Ogden Bros. & Co., Knoxville, Tenn.

State of Tennessee, County of Knox

Personally appeared before the undersigned, a Notary Public in and for said County, duly commissioned and sworn J. W. Bouches *to me well known, and made oath in due form of law, that the within account against* W. M. Geary *amounting to* Twenty four & 45 *Dollars,* was ~~is~~ *justly due* McPhetty & Bouches at time of W. M. Geary death ~~same~~ the account being settled in full by G. A. Estep Adm. *of which firm he is* Member *after the allowance of all credits of which the said* W. M. Geary *entitled as he verily believes.*

J. W. Bouches

[SEAL.] *Subscribed and sworn before me this* Second *day of* January *189* 6

Ben Donahoe
Notary Public.

(5)

Virginia: Lee county: to-wit
I M. C. Brooks a justice
of the Peace for the State &
county aforesaid. Do certify
that Jacob S. Yeary forson-
ally appeared before me &
made oath that he held one
note for the amount of
$65.00 dollars against the estate
of W. M. Yeary dec. which
said note was executed to
him by the said W. M. Yeary
and which was paid
and satisfied to him by
G. A. Estep Admr. of the estate
of said W. M. Yeary dec.
at the time specified in the
receipt hereto annexed.
given under my hand
this 22nd day of June
1896.

M. C. Brooks J.P.

Justices fee. 25cts.

(6)

Received of J. C. T. Ellis admr
of H. C. H. Young's Estate one
dollar for my part in
making H. C. H. Young's
coffin this Feb. thirt. 1889

his
L. E. Morgan
mark

The Estate of William Guinybird
To J. D. Morgan Dr
1888. To Medical Attendance &c. $12.00

Received Payment of the above
account in full this Brands
24th 1890 J. D. Morgan

8

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

9

Received of [illegible] Estate of
[illegible] years Estate $1375
for [illegible] Wm [illegible] years
this 20 day. The 25. 1899
[illegible] yearly

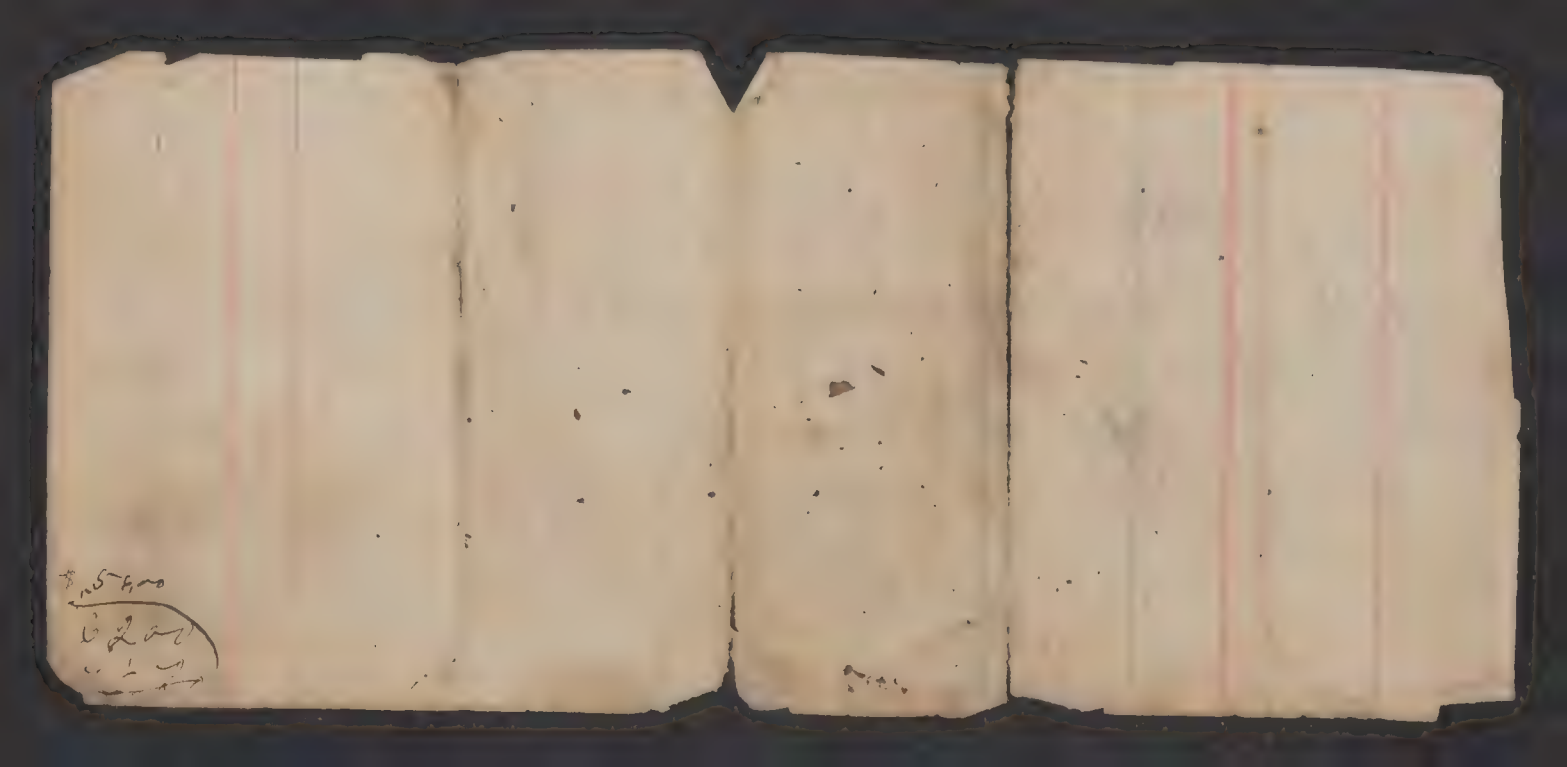
Lee County Virginia to-wit.
I M. C. Brooks a Justice of the Peace for the State and county aforesaid do certify that Wm. L. Geary whose name is signed to the receipt hereto annexed personally appeared before me and made oath that he held one note against the estate of W. M. Geary dec. for the sum of $13.13 dollars which said note was executed to him by the said W. M. Geary (dec.) and was paid and satisfied to him by G. A. Estep Admr. of the estate of the said W. M. Geary dec.
Given under my ~~hand~~ seal this 25th day of June 1896.

M. C. Brooks J.P.

Witness fee = 25 cts

Rec'd of J. A. Eatz Adm of the
Estate of Deceased Three Dollars & Eight Cts in full up to Jan
1st 90. For attention to him in
sickness

A M Cloud M.D.



February 1889

Melbourn Geary to A M Cloud Dr

Attendance Self

$3,08

Virginia in Court Julet Jordan appeared & made oath to the
undersigned a justice of the Said County that the above and aforesaid
account is true that the above account of $3,08 Dollars
against Melbourn Geary is just and unpaid
Given under my hand this the 8th day of August 1889 W. G. Miller J.P.

//

Estate of W. M. Jeory
To N. C. Jeory Dr.

1888
Nov. 15th To 1 Hog $10.60

Cr.
By Merchandise 2.90
Balance due $7.70

~~May 29th 1889~~

This day William Jeory personally appeared before me a Notary Public for the County and made oath that the above account was just and unpaid

Given under my hand this 29th day May 1889

L. D. Judkins
N. P.

12 (12)

Wm. Young Est

To Ofce

A. C. Young

$7.70

Received of Admiral [illegible]
one dollar for my part
in making N. H. years
toffing [illegible] Jan. [illegible]
1885

[illegible]

13

14.

"Ay"

"A. Z"

("15")

Received of G. A. Estes
admr of Will Jennings
Estate one hundred
dollars for one acre
Mark & Nell a forest
Will Jenny for Lewis
Rice Washington, Ind

("16") John Bowie

Received of G. A. Estes
admr of Will Jennings
Estate one hundred and
forty one dollars 70 cts
for one acre Mark & Nell
a forest Will Jenny
for Lewis Rice Washington
Ind 1890

John Bowie

Witness for

[illegible] to the office

[illegible] undersigned

Virginia [illegible] county in wit

[illegible] personally appeared before

me in my county aforesaid [illegible]

[illegible] who [illegible] signed to

the within receipts and [illegible]

[illegible] he [illegible] [illegible] against

the [illegible] of [illegible]

for the amount specified [illegible]

in [illegible] [illegible]

[illegible] to [illegible]

(11 17 11)

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

This day Jacob J. Yeary personally appeared before me (& who is the father of the said W. M. Yeary dec'd) and made oath in due form that he knows that John Brown held notes against the said W. M. Yeary at the time of his death unpaid, and that to the best of his knowledge he believes the receipts given here are correct, and that the amounts therein stated were paid by G. A. Estep Admr. Given under my hand this July 1st 1896.

J. A. Stratt
Comm

and Note due Decr. 1st, [illegible] $120.00

" Int to date Receipt [illegible]

Paid by G. F. Estep in [illegible] [illegible]

Orig. paid [illegible] to Cash [illegible] 100.71

[illegible] 50.30

Interest paid by G. F. Estep in Cash 22.75

" " " " [illegible]

" " " Balance 57.35

$120.60

" 8.36

[illegible] 44

[illegible]

38 80

[illegible] 72

(16)

Mr. Geo. McLain District No. 1

1888. To J. P Graham, Treasurer of Lee County, Dr.

TRACTS.		State Tax, 30 cents on $100.		County Levy, 50 cents on $100.		County School Tax, 10 cents on $100.		District School Tax 10 cents on $100.		State School Tax, 10 cents on $100.		Poll Tax.	TOTAL AMOUNT OF TAXES.	
To ——— acres land, value, $														
Property, income, etc.	50		15		75									90
Capitation Tax,	1	00											1	00
County School Tax,							5							5
District School Tax,									5					5
State School Tax,											5			5
Total,												8		8

$2.13

Received Payment in full, ... Treasurer.

OFFICE OF

McTEERS, PAYNE, BURGER & HOOD,

Knoxville, Tenn. APR 28 1900 188__

*Received of [illegible] Cash [illegible] Dollars

Through

For Credit [illegible]

$ [illegible]

Discount $ by

McTeers, Payne, Burger & Hood

$$\begin{array}{r} 27.47 \\ 13.7 \\ \hline 40.71 \end{array}$$

Knoxville, Tenn. April 24 1889

W. M. Yeary

Bales Mills, Va.

BOUGHT OF

McTEERS, PAYNE, BURGER & HOOD,

WHOLESALE

CLOTHING.

TERMS:

2	Suits	8—	16			
1	"		6 25			
1	"		10			
2	Over Coats	4 50	9			
2	"	4 50	9			
1	"		5 50			
	Over			25	56	00
Mar 1	1889					26
April 1	1889					26
					56	52

STATE OF TENNESSEE, COUNTY OF Knox

Personally appeared before the undersigned, a Notary Public in and for said County, duly commissioned and sworn S. J. Todd *to me well known, and made oath in due form of law, that the within account against* W. M. Yeary — Bales Mills, Va. *amounting to* Fifty Six 52/100 *Dollars, is justly due the firm of* McTeers, Payne, Burger & Hood *of which he is* Book Keeper *after the allowance of all credits to which the said* W. M. Yeary *is entitled as he verily believes.*

S. J. Todd

Subscribed and sworn to before me this 24 *day of* April *1889.*

[SEAL.]

J. Heartwell

Notary Public.

of Knox Co. Tenn.

18

GEORGE & DISMUKES,

Wholesale Hats, Caps and Straw Goods,

KNOXVILLE, TENN., 11 Feb 188[illegible]

Received FROM [illegible] Leslie adm'r.

[illegible] Twenty [illegible] DOLLARS

[illegible] ACCOUNT

THROUGH [illegible]

$ [illegible] DISCOUNT $ [illegible]

GEORGE & DISMUKES.

Per [illegible]

Remittances by Express must be Prepaid. *INTEREST CHARGED AFTER MATURITY.*

Knoxville, Tenn., 23 Apl 1889

W. M. Yeary

Bales Mills Va

In acct. with GEORGE & DISMUKES,

(Successors to S. H. GEORGE & CO.)

WHOLESALE DEALERS IN

Hats, Caps and Straw Goods.

208 GAY STREET.

	88	To Bal. Rend.			
Nov.	1	To Mdse. 4 Months	19	50	
		Note Fee		50	
					20 00

STATE OF TENNESSEE, COUNTY OF KNOX.

Personally appeared before the undersigned, a Notary Public in and for said County, duly commissioned and sworn S H George *to me well known, and made oath in due form of law, that the within account against* W M Yeary Bales Mills Va *amounting to* Twenty *Dollars, is justly due* George & Dismukes *of which firm he is* a member *after the allowance of all credits to which the said* W M Yeary *is entitled as he verily believes.*

S. H. George

[SEAL.] *Subscribed and sworn to before me this* 24th *day of* April *1889*

Wm Ashmore

Notary Public.

G. O. NEWMAN & CO. PRINT, KNOXVILLE

(19)

Received of [illegible]
and [illegible] [illegible] ever [illegible]
[illegible] forty-seven dollars
and fifty cents for one
[illegible] of [illegible]
[illegible]
[illegible] this
[illegible] 1875

[illegible]

Pleasing Lee County, Iowa, June 3rd
June 3rd 1846 At office
of the undersigned J.P.
This day personally appeared
before me in my county aforesaid William Estep whose
name is signed to the receipt
hereto annexed and made oath
that he held a note against the
estate of W. M. Spring for the
amount specified in said
receipt which said note was
delivered to him by said
W. M. Spring and endorsed
in full by the Estate before
of the death of the said
W. M. Spring at the time
specified in the hereto annexed receipt given under
my hand this 3rd day
of June 1846.

M. C. Bonaparte J.P.

Pleasing Lee Co. Iowa 25 cts

Jacob S. Yeary, swears before me that he was the security on the note herein referred to and believes the amount in the receipt correctly states the amount of note. Given under my hand this July 6 1896.

J. A. L. Hyatt
Comr

(20)

May 27 90

I received Amos
L. A. Estlick and my
orders, Stolen of H
Wheadwell for $7.00 and also
one against Elias Lifand
for $8.00 dollars
one Note against
Leed. Wilbarger for
$12.00 one Note against
Joseph Smedley for
$5.00, one Note against
James Handy for $7.00
one Note against
L. F. Morgan for $1.00

Miranda Clinton
her
J. H. Mitchell

57.00
8.00
12.00
5.00
7.00
1.00
$90.00

21

$5.00 Received of G. A. Estep Admr of W. M. Henry Decd Five Dollars for making settlement of this account July 6th 1896.

J. A. G. Hyatt
Comr accts

$2.00

Received of G. A. Estep Admr. of W. M. Yeary dec'd. Two Dollars for recording settlement July 6' 1896.

J. V. F. Richmond Clerk.

23

12

$64.00

Knoxville, Tenn., Sept 1 1888

On or before the 1st day of July 1889

I promise to pay to the order of J. M. Greer & Co.,

Sixty four ~~00~~ 00/100 Dollars,

Payable at the EAST TENNESSEE NATIONAL BANK, OF KNOXVILLE.

Value received, with interest at the rate of six per cent. per annum after date, payable semi-annually without relief from valuation or homestead laws. This Note is for 1-2 3/4 Fish Wagon

manufactured by Fish Bros & Co *at* Racine Wis

and this day delivered to the maker of this note, with the understanding and agreement between the maker of this note and J. M. Greer & Co., that the title is and shall remain in said J. M. Greer & Co., until this Note is paid in full, and if the whole, or any part of this Note remains unpaid at maturity, ten per cent attorney's fees to be due as soon as same is due and is placed in the hands of an attorney or collecting officer for collection. If suit is brought we agree that judgment shall be pronounced in said suit for such fees, to be taxed as costs.

P. O. Address Bales Mill W. M. Geary

County Lee *State* Ga

#23122 Jones 4/4 89

B. B. NEWMAN & CO. PRINT, KNOXVILLE

12/2/88	by Cash	5.50
4/17/89	" " Coupon	15.70
9/6/89	" " "	4.00
12/7/89	" " "	19.80

For the purpose of obtaining credit to the amount of the within Note.....hereby certify that..... own in.....own name..... .... Acres of Land, in..... .. ..District County of..... . ...State of..... ... . worth $..... ... . with $. . ..... ~~Incumbrance thereon,~~ and that..... own $. . . .. .worth of personal property over and above all indebtedness and exemptions by law.

....

.....

J. M. GREER.
J. G. DUNCAN

W. O. GREER.
O SCHMALZRIED.

GREER MACHINERY CO.

WHOLESALE & RETAIL DEALERS IN

AGRICULTURAL IMPLEMENTS & MACHINERY.

JACKSON STREET,
opposite E.T., V. & G.R.R. Depot.

FARM WAGONS,
SPRING WAGONS & BUGGIES,
CORN SHELLERS & STRAW CUTTERS.

ALSO THE LEADING & BEST LINE OF WOOD WORKING MACHINERY, PLANERS & MATCHERS SAW-MILLS, PORTABLE & STATIONARY ENGINES, THRESHERS CORN & WHEAT MILLS, HARVESTING MACHINERY MOWERS & REAPERS GRAIN DRILLS, DISC HARROWS, STOCK, PLATFORM, & COUNTER SCALES CIRCULAR SAWS, ETC.

Calvert Lith Co. Detroit

Knoxville, Tenn. June 5, 1896.

G. A. Estep,
Ewing, Va.

Dear Sir:- The records of J.M.Greer & Co. show W.M.Yeary executed a note to them for one 2 3/4 Fish wagon date 9/1/88 due 1/1/89 $64.00 bearing interest at the rate of 6 per cent from date. This note was paid as follows:

12/24/88	By cash	$30.00
4/12/89	By cash per John T.Chadwell	15.00
9/ 6/89	By cash per John T.Chadwell	4.00
12/ 7/89	By cash per John T. Chadwell	19.80
		$38.80

Yours truly,
Greer Mch'y Co.
S

24

Journal of Said Hall.

Brought up	2 22	
Cr by Cash		1 90
To 1 Pair Pants	6 0	
To 1 Brick House	9 5	
To Cash		10
To Blacksmith Bill	1 0	
To 1 Day's Work		
Amount to the Credit Side	2 07	

[illegible]

[illegible]	21 50	
May the 1st 1871		
Cr. Credit on Journal		
[illegible]	61 5	

[illegible]	36 28	36 28
[illegible] Dec the 31, 90	11 15	11 15
[illegible] Daniel [illegible]	79 10	24 80
		50 00
[illegible] 24, 91 Hagen & Letspich	41 63	41 63
[illegible] 91 [illegible]	4 73	4 73
[illegible] Bill [illegible]	34 47	34 47
[illegible]	32 50	32 50
	32 50	
Hagen & Letspichen Bill apr 20	42 26	42 26
[illegible] Hill Bill	7 80	7 80
Darwin Brisco Bill [illegible] 15	38 59	38 95
Brisco Bill June 3	31 94	31 94

To one [illegible] pants	1 75	
to 2 [illegible] pants	70	
to [illegible] and to [illegible]	35	
to one [illegible] pants	1 25	
	3 50	

G. A. Estes Jan. the 20, 1892

to cash at Shafiano	5 00	
to 1 plow	7 50	
to [illegible]	7 00	
Cr by check		18 00
Cr by cash for supplies		3 50
Cr by [illegible] for supplies		5 00
to Shoes and shirting	2 50	
to [illegible]	[illegible]	
Cr by cash for flour & [illegible]		20
to by [illegible]	7 50	
	37 50	41 50
to by seeds	11 75	
to by Light Brames	2 00	
to by Expenses on house	114 [illegible]	
to for sawing plows	40 00	

[illegible]

[illegible]	2 0	
[illegible]	2 0	
[illegible]	[illegible]	
[illegible]	1 0	
[illegible]	2 5	
[illegible]	5 0	
[illegible]	7 5	
[illegible]	5 0	
[illegible]	4 00	
[illegible]		[illegible]
[illegible]		4 20
[illegible]	[illegible]	[illegible]
[illegible]	5 4 [illegible]	
[illegible]		20 [illegible]
[illegible]	4 1 [illegible]	
[illegible]		15 [illegible]
[illegible]	[illegible]	
[illegible]	3 2 5	
[illegible]	2 0 0	
[illegible]	5 [illegible]	
[illegible]		[illegible]
[illegible]		20 [illegible]
[illegible]		30 [illegible]
[illegible]	[illegible]	
[illegible]		5 4 0
[illegible]		24 [illegible]
[illegible]	[illegible]	
[illegible]		[illegible]
[illegible]		57 [illegible]
[illegible]		1 [illegible]
[illegible]	11 [illegible]	
[illegible]	11 2 5	
[illegible]		[illegible]

		7 00
6	Order by H. Seed	6 00
14	4 lbs Coffee	
	Order by [illegible]	
6	1 Order by	12
	[illegible]	2
	1 Order by Hay	
14 2	1 [illegible]	10
	[illegible]	15
	[illegible]	
	[illegible]	
2	1 [illegible]	
16	[illegible]	
	Jac Screwing	14
	[illegible]	45
	[illegible]	
16	[illegible]	
	[illegible]	12
	[illegible]	12
	[illegible]	
	[illegible]	16
	Pads	30
	[illegible]	
	[illegible]	1
	[illegible]	
	[illegible]	
11	[illegible] Chas	12
16	4 lbs Coffee	1
	[illegible]	
5	[illegible]	
11	[illegible]	
	100	
		41

[illegible]	1 00
[illegible]	10
[illegible]	10
[illegible]	50
[illegible]	50
	2 90
[illegible]	12
[illegible]	12
[illegible] to [illegible]	01
[illegible]	46
[illegible]	13
[illegible]	1 00
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	40
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	60
Settlement [illegible], 90	

Leaf 5

Received of J. O. Eddy
Admr of my Brothers
Estate W. H. Young
all the proceeds that
accrue to his hands
after he had settled
all debts against said
Estate this 8th Nov 1, 1880

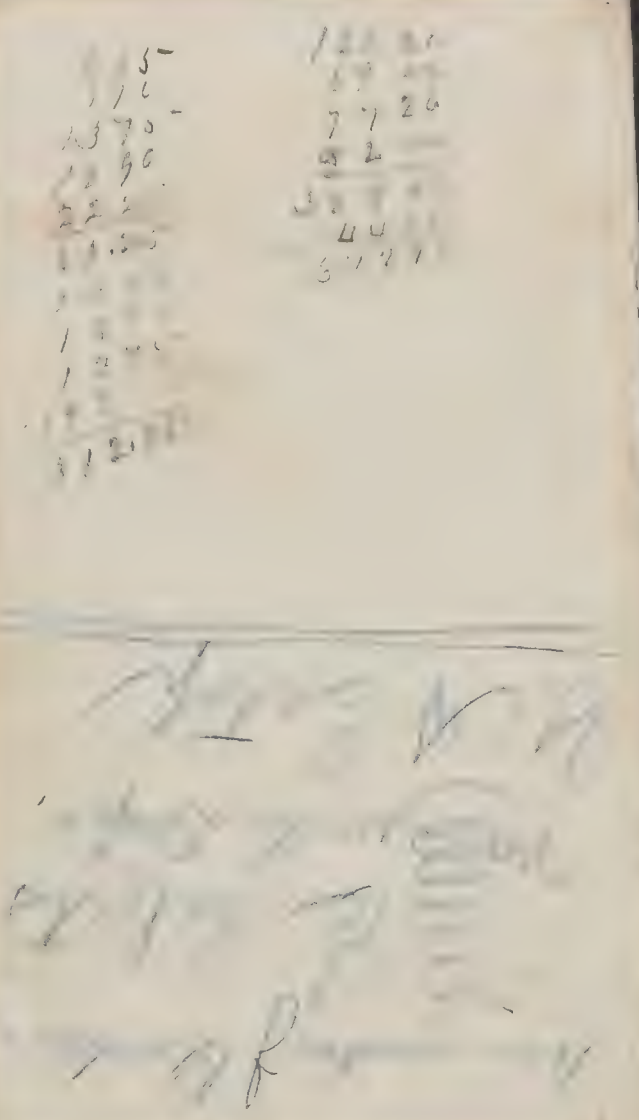
Harriet Young

115

Ninty days after date we promise to pay
Wm. Estep one hundred and thirteen dollars
for value received of him witness our hand and
seal this March the 4th, 1889

M. J. Yeany (Seal)
W. ert. Estep (Seal)

"AX"



Amanda J. Clarkson et als.
vs.
G. A. Estes Admr. &c.

Exceptions by the plaintiffs to the report and statement of commissioner, J. A. G. Hyatt.

The Plaintiff excepts to the Report of Commissioner Hyatt

1st Because the Commissioner, gives the Admr. credit for $106.50 voucher 15. In old or exparte settlement.

Exactly what process of reasoning controlled the commissioner, in his determination to give the Admr credit for this amount, is hard to conceive.

The note given by the Decedent to John Brower was for $113.00. The receipt given by John Brower was for $100.00. and yet the Commissioner ignores both, takes neither, and gives a credit for $106.50. Why?

He say "I have carefully all proof and circumstances bearing on this point and have concluded to give the administrator credit on acount of voucher No. 15. for $106.50 The amount

the amount of the note and its interest to the time of the receipt Jany 1st 1890."

What note? certainly not the land note for the principal of it was $113.00.

Certainly he does not mean the Amanda J. Clarkson note for it was only for $101.50. and had drawn no interest, The sale of Jany. 22. 1889. on 12. Months credit.

The land note to Brown was for $113.00. and was due, Decr. 1889. and paid by Amanda J Clarkson, then Perry" on the 4th day of March 1889. by letting a note held by Wm Estes on John Brown by giving her own note

But the Administrator says that although she paid John Brown this note and obtained the means with which to pay it, by giving her own note to Wm Estes, yet that it was not a payment by her, That she was doing this to pay her sale note to him, That is That she was willing to give an interest bearing note for $113.00 to pay Note for $101.50 that was not bearing interest and would not for 10 Months and 20. days. Generous conduct

upon the part of a poor widow with a child to support to pay further!

But what is his conduct to pay in thus cheating his widowed daughter out $17.00 or $18.00.

Certainly the Court erred in allowing this credit.

2. The same may be said of Credit No 16. The Commissioner erred in allowing this credit. This item of credit grows out of another land note executed by the Deceased, W M Perry to John Brown. This note was for $120.00. The Admr. claims he paid this note and he files before the Court to support his claim, a receipt for $141.00 dated June 4th 1890.

The Commissioner gives the Adm Credit for this item. $73.30. He should have given him credit for only $22.95. That much is perhaps shown to have been paid by him for John Brown in Knoxville.

Amanda J. Clarkson the plaintiff testifies that she paid this note in goods. In this she corroborated by the following significant facts, 1st when the notes are lifted they are

turned over to her.

2nd. The land is conveyed to her, and the deed is made by direction of her father.

She evidently paid these notes, or G. A. Estes was the promoter of a fraud on his own grandchild, a tender fatherless child.

22

3. John Brown testifies that he thought Amanda was paying for the land.

But they say Amanda had nothing with which to make these payments and without repeating figures, I respectfully refer to my "Brief" filed before the Comr. The figures show that she had plenty to make these payments. She spent over 3 years labor besides. The Commissioner says, that if the burden of proof is on the Administrator to show that he paid these land notes then, that he has failed.

Certainly the burden is on him. The Admr must show the payments made by him, by a preponderance of proof. He is claiming the credit. He must show that he is entitled to it. The rule in this case is no exception to the

general rule, "ie" "He who asserts a fact must prove it"

The Administrator, his counsel and the Commissioner treat the bill in this case as a bill to surcharge and falsify an account already stated a settlement already made, & approved

Such is not the case, the suit was brought before the settlement was made. That settlement has no bearing on this case. And we must not treat the matter as though the disputed items were for the first time, now presented before the court. And they must be proved.

3 Items 22. & 23 are objected to, said settlement was never made until after this suit was brought and it never has been recorded at all

4 Item 24. is not sufficiently proved

5 No commissions should be allowed settlement was never made till suit brought But if allowed commissions it allows only 5 percent, the commissions fixed by law should be allowed

C. T. Newman for Plfs.

Amanda J Thorkson

vs. Exceptions by Plaintiff

G A Ellis Adm.

Filed in open court and by leave thereof March 6th 1897

A. B. Munsey Clerk

Amanda J. Clarkson, et al., Plainfiffs.

Against-----(In Chancery. (Exceptions to Commissioner's Report.)

G. A. Estep, Administrator, etc., Defendant.

----------The report of Commissioner Hyatt is excepted to, and each of the statements therewith, because not according to the evidence before the Commissioner. Statement " A " is excepted to because the Commissioner does not give the administrator credit for the full amount of the two notes paid to John Brown, which the evidence shows clearly he is entitled to. With this correction this statement would be practically correct, but the Commissioner should have adopted the exparte settlement made by him of his account, and that settlement should have been confirmed and made final. Statement " D " is excepted to because of its many errors in not giving the administrator his proper credits, and giving him only such credits as the plaintiff saw fit to admit. Statement " O " is insisted on as correct, except it should have shown who the over payment was made to, and who owes the administrator the amount over paid, and the credit No. 15, should have been for $106.50 instead of only $100.00.

Very Respectfully Submitted.

Ora Blankenship

For Defendant.

Amanda J Barkson
vs

Exceptions to Comr's
report. By Deft.

C. A. Estes Admr &c.

Filed in open Court
and by leave thereof
March 6th 1897
A. B. Munsey Clerk

Amanda J. Clarkson et als
vs
G. A. Estes Administrator.

This is a bill to settle the administration account of the deceased, not a bill to surcharge and falsify an account already settled.

No settlement was made by this Administrator until after suit, to enforce a settlement, had been instituted

The burden of proof as to every item for which he claims a credit is on him. It is true that many of the items are not disputed, these items are admitted to be sufficiently proved but this does not shift the burden as to the items disputed.

The decree entered in the cause directs the Commissioner to take the settlement therefore made by him, as Commissioner of accounts, in all particulars, where not disputed. Should there be disputed items, said Commissioner is to hear proof. That is the disputed item must be satisfactorily proved. If it is an of charge against the administrator the burden is on the Plaintiffs if one of credit to the Administrator the burden is on him, to show its correctness.

Now taking the opposite, attempted settlement as a basis there are items which are disputed.

1st No 6. The Jacob S. Yeary debt, for $65,00 under the proof, the note not being produced, it is impossible to tell the exact sum for which the Administrator should have credit, as there were payments made on by the decedent in his lifetime, but certainly as to $12,00 the price of the surrendered bond, the credit is erroneous, unless the Adm was charged with said $12,00.

2nd No 12. This was a debt due by the Decedent in his lifetime, but paid by the widow, and not by the Administrator and he should not have credit for it

3 Nos 15 & 16. These two items will be treated together, They constitute the great bone of contention between the parties. Should the Administrator have credit for these two items?

If we properly apply the evidence, keeping in view the fact, the plain principle of law, that it is the duty of the Administrator, claiming these credits to prove that he made the payments, we will have little trouble.

Now it is true that W. M. Geary owed John Brown two notes. one for $113.00 the other for $120.00.

The Administrator claims that he paid off and discharged these two debts and he offers in proof thereof two receipts of John Brown one of which is for $100.00 the other for $141.30 and his own oath. But how did he pay this money according to his own claim. The first note for $113.00 was paid by Amanda Geary the widow giving her note with her father as surety, to William Estep for a note he held on Brown, why should Amanda have given her note to Estep, and thereby pay the John Brown note for the Administrator. There is but one way to account for it, "viz:" to pay for the land herself. Her father, the Administrator says it was to pay her own note for goods got at the sale. This will not do, her note was not due, and would not become due for nearly a year, it was only for $101.50. Now is it reasonable to suppose that she would have given her note bearing interest, for $113.00 to pay a note for $101.50 which would not bear interest for, nearly a year. If she did this she, cheated herself, or rather her father cheated his

coidaord daughter out of $17.35.

If the administrator paid off these notes why did he not keep them in his possession?. But it may be said that he took receipts. When? Evidently these receipts were an afterthought, when the notes were not present, as neither receipt describes properly the note or the sum paid.

Now to contradict this claim of the Defendant, we have the plain unvarnished statement of Mrs. Amanda Colorkson formerly the widow of H. M. Perry. She states that she paid these two notes herself, and this statement of hers is supported by various other undisputed facts:

She says that the goods purchased by her at the sale were worth $200, and that her father who had requested her to go into the Mercantile business with him told her to get them as low as she could, but run them to $180.00 or more them, and that he would put in $180. against them. Then she had a horse which she sold for $50.00 This money her father got. She sold a cow for $20.00 This money her father got. She had $30.00 in cash she turned over to him.

But this is not all, she sold oats $18.00 Potatoes $13.00 all of which went into the business. She took 200# lard thus worth at the least $20.00 which went into the business. She sold another horse for $55.00. various other items are unknown

But it is said and proved by mere opinion that she could not have paid the several sums claimed by her, out of what she had. Let us see.

To John Brown. two notes	$233.00
" G. A Estep Admr. 1 Note	101.50
Law suit	8.00
Half interest in Shawnee (for a horse)	50.00
For building a house on her land	70.00
Making a total of.	$462.50

Now let us see her resources.

Stock of goods	$180
Cash	30
Horse sold Thompson	50
Cow sold Cormack	20
Horse sold to Jno Estep	55.
Hat hog sold Crawford	10.
Pistol sold Crawford	5
Oats	18
Potatoes.	13.
Notes turned over to her	90.
Making a total of	$471.00

This leaves out of the calculation all her labor, the $20.00 worth of land the rents of her slaves, and all the hogs she may have fattened except the one paid to Crawford and the 70 bushels of corn she took there,

Now if the widow did not use these means, as she swore she did, in paying off the John Brown notes what did she do with it. In addition to this John Brown says that he all the time thought it was Amanda who was paying the land notes, and as further evidence of that fact, at the solicitation of G. A. Estes John Brown conveyed the land to Amanda. It is claimed that she must have used something to support herself and child. She had her rents and her labor, and the profits on the goods and every witness who speaks on that subject said the mercantile business was prosperous, and profitable.

The true debt is not proved. The note itself shows it was to be paid by Chadwell and Chadwell paid it. There are other items of proof that will present themselves to the Court.

There should be no commissions

allowed or if any one allowed only 5 per cent should be allowed, and no commissions should be given on the $900 turned over to the widow that was principally money due to Henry in his lifetime and was not collected by the Admr.

Unless the Commissioner agrees with me I desire him to make a statement embodying the views herein set forth

Very Respectfully,

C. T. Dunson

Amanda J. Clarkson et al.
vs. Plaintiffs
Brief
J. A. Tatro et al. defs. et al.

6661

JAMES W. ORR,
JUDGE COUNTY COURT.

G. W. BLANKENSHIP.

ORR & BLANKENSHIP,
ATTORNEYS AND COUNSELORS AT LAW.

COLLECTIONS A SPECIALTY.

COURTS:---LEE, SCOTT AND WISE COUNTIES, VIRGINIA; COURT OF APPEALS, WYTHEVILLE, VIRGINIA; UNITED STATES COURT, ABINGDON, VIRGINIA.

REFERENCES:
POWELL'S VALLEY BANK, JONESVILLE, VA.
PENNINGTON'S GAP BANK, PENNINGTON GAP, VA.
DOMINION NATIONAL BANK, BRISTOL, VA.-TENN.

JONESVILLE, VIRGINIA,

Estep ads Clarkson.

The plaintiff to succeed in surcharging the settlement of the Admr, must preponderate on every point raised, and this is espe-
-cially true where the Admr. holds receipts for disbursements made by him as Admr. If she swears one way and the Admr the other, she not only fails to preponder-
-ate but the receipt turns the scale largely in his favor.

Orr & Blankenship, for
Deft.

Estate
ads
Clarkson

Defts Brief

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon Granville A Estep administrator of Wm H Geary deceased

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 3rd Monday in August, 1896 to answer a bill in Chancery, exhibited against him in our said court by Amanda J Blackston and Laura Geary an infant who sues by said Amanda J Blackston her mother and next friend

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 1st day of July 1896, and in the 120th year of the Commonwealth.

A B Munsey Clerk.

Jenkins

Amanda J Clarkston for use

vs. { SUPŒNA. IN CHANCERY.

Granville A Estep

~~Duncan & Hyatt~~ p. q.

To 2nd Aug Rules.

CIRCUIT COURT.

Executed July the 11 1866
By delivering a true
copy of the writ
to R S Jennings &
for use p Mesbo
S. L. C.